

# **IntualityAI and Intuality Inc Terms of Service and Disclaimer**

## **1. Agreement to Terms**

By accessing or using the IntualityAI website and its services (collectively, the “Site”), you agree to be bound by these Terms of Service (the “Terms”). If you do not agree to these Terms, please do not use the Site. IntualityAI reserves the right to modify these Terms at any time, and such modifications will become effective upon posting. Your continued use of the Site signifies acceptance of the revised Terms.

## **2. Ownership and Use of Content**

All content on the Site, including but not limited to text, graphics, logos, trademarks, images, videos, software, and data (collectively, “Content”), is owned by IntualityAI or its licensors and is protected by intellectual property laws. You may use the Content for personal, non-commercial purposes only. Any other use, including reproduction, modification, distribution, or republication, requires prior written permission from IntualityAI.

## **3. Site Usage Restrictions**

You agree to use the Site only for lawful purposes. You are prohibited from:

- Copying, distributing, or modifying any part of the Site without prior authorization.
- Using automated tools, such as bots or spiders, to access the Site.
- Attempting to breach the security or integrity of the Site.
- Disrupting the functionality of the Site through hacking, spamming, or other means.
- Sharing your account credentials with others.

## **4. User Content and Feedback**

By submitting content or feedback to IntualityAI, you grant IntualityAI a non-exclusive, perpetual, royalty-free, and worldwide license to use, modify, reproduce, and distribute your content. You represent and warrant that you have the rights to any content you submit and that it does not infringe the rights of any third party.

## **5. Purchases and Subscriptions**

All purchases and subscriptions are subject to the terms provided at the point of sale. Subscription terms, including billing, free trials, and cancellations, are detailed on the Site, presently as follows, and subject to change.

- IntualityAI will make a trial version available for 1 week of use, without requirement for Credit Card information.
- Subscriptions are NOT automatically renewed. Credit Card information will be taken, verified, but not retained.
- Monthly product offerings by Intuality Inc are subject to change and priced at \$9.99 for 4 consecutive weeks from the date of the subscription.
- For all games after December 10, Intuality Inc offers a special subscription for \$14.99 for all Playoff Games and the Superbowl.
- The Bundle Season Membership for \$39.99 offers the full NFL Season including all Playoff Games and Superbowl, and is promotional for the 2024 Season by Intuality Inc and may not be repeated in future years. Users will NOT automatically be renewed for the next annual subscription.

No full or partial refunds are provided for cancellations, except as required by law. Special offers and promotions are subject to change without notice.

## **6. Privacy**

Your use of the Site is subject to IntualityAI's Privacy Policy, which explains how we handle your personal information. You acknowledge that internet transmissions are not always secure and that any information you send to the Site may be intercepted.

## **7. Third-Party Content and Links**

The Site may contain links to third-party websites and content. IntualityAI is not responsible for third-party content or services and does not endorse or assume any liability for third-party websites. Use third-party content at your own risk, and comply with their terms and privacy policies.

## **8. Monitoring and Enforcement**

IntualityAI reserves the right to monitor, edit, or remove any content that violates these Terms. We may terminate or restrict access to the Site for users who violate intellectual property rights or other provisions of these Terms.

## **9. Disclaimers**

### **General Disclaimers**

The Site and its Content are provided "as-is" and "as-available" without any warranties of any kind, either express or implied. IntualityAI does not guarantee that the Site will be error-free, uninterrupted, or free of viruses or other harmful components. IntualityAI disclaims all warranties, including but not limited to warranties of accuracy, non-infringement, merchantability, and fitness for a particular purpose.

### **Specific Disclaimers Regarding Betting and Gambling**

- The information provided by IntualityAI, including predictions and statistical analysis, is for entertainment, educational, and informational purposes only.
- IntualityAI does not provide, endorse, or encourage gambling or betting of any kind. Any decisions to engage in gambling or sports betting are made at your own risk and discretion.
- IntualityAI's predictions and statistical analyses are based on algorithms and data, but they do not guarantee any specific outcomes or winnings in gambling or betting activities.
- Users are solely responsible for ensuring that any gambling or betting activities they undertake are legal in their jurisdiction and comply with all applicable laws and regulations.
- IntualityAI is not liable for any financial losses or damages arising from the use of its predictions, statistical analyses, or any other content on the Site.

## **10. Limitation of Liability**

Under no circumstances will IntualityAI, its officers, directors, affiliates, or licensors be liable for any damages arising out of or related to your use or inability to use the Site, including direct, indirect, incidental, punitive, and consequential damages. This limitation of liability applies to all claims, regardless of the legal theory, and even if IntualityAI has been advised of the possibility of such damages.

## **11. Indemnification**

You agree to indemnify, defend, and hold harmless IntualityAI, its affiliates, and their respective officers, directors, employees, and agents from any claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees,

arising out of or in any way connected with your use of the Site, your violation of these Terms, or your infringement of any rights of another.

## **12. Termination**

IntualityAI may terminate or suspend your access to the Site at any time, with or without cause, and with or without notice. Upon termination, your right to use the Site will immediately cease. All provisions of these Terms that by their nature should survive termination shall survive, including ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## **13. Governing Law and Dispute Resolution**

For all users on the global web, these Terms are governed by the laws of the State of North Carolina, without regard to its conflict of laws principles. Any disputes arising out of or relating to these Terms or the Site shall be resolved through binding arbitration in Guilford County, North Carolina, in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be final and binding, and judgment may be entered thereon in any court of competent jurisdiction.

To the fullest extent permitted by applicable law, no arbitration under these Terms of Use shall be joined to an arbitration involving any other party subject to these Terms of Use, whether through class arbitration proceedings or otherwise. You agree to arbitration on an individual basis. In any dispute, NEITHER YOU NOR INTUALITY INC WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER VISITORS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one (1) person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

## **14. Miscellaneous**

- Severability: If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- Waiver: The failure of IntualityAI to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.
- Assignment: IntualityAI may assign its rights and obligations under these Terms without your consent. You may not assign your rights or obligations under these Terms without the prior written consent of IntualityAI.
- Entire Agreement: These Terms, together with the Privacy Policy, constitute the entire agreement between you and IntualityAI regarding the use of the Site and supersede any prior agreements or understandings.

## **15. Contact Information**

If you have any questions or comments about these Terms, please contact IntualityAI at:

- Email: [reply@intualityai.com](mailto:reply@intualityai.com)
- Address: Intuality, Inc., 415 Pisgah Church Road, Ste. 364, Greensboro, NC 27455