Terms of Service

Version 2.0

These Terms of Service ("Terms") are an agreement between you and AI for the Rest of Us, Inc. d/b/a Unburdn, a Colorado corporation with a mailing address of 1500 N Grant St #5302, Denver, CO 80203 ("Unburdn," "we," "us," or "our"). They govern your use of unburdn.ai, our applications, and the content, tools, and features we make available through them (together, the "Services").

By using the Services, you agree to these Terms. If you don't agree, don't use the Services. If you use the Services on behalf of a company or other entity, you represent that you're authorized to bind that entity, and "you" includes it.

These Terms include an arbitration provision and class action waiver in Section 13. It affects how disputes between us are resolved. You can opt out within 30 days as described there.

1. Client engagements come first

If you or your company has signed a Master Services Agreement, engagement schedule, statement of work, or other written agreement with us (a "Client Agreement"), that Client Agreement governs the services described in it. If these Terms conflict with a Client Agreement, the Client Agreement controls. These Terms govern everything else: your use of our website, publicly available content, and any features not covered by a Client Agreement.

2. Eligibility

The Services are for business users in the United States. You must be at least 18 years old and able to form a binding contract to use them. You may not use the Services if you're barred from doing so under U.S. law, including U.S. export controls and sanctions.

3. Accounts

If you create an account, give us accurate and current information and keep it updated. You're responsible for safeguarding your credentials and for all activity under your account. Tell us right away at privacy@unburdn.ai if you suspect unauthorized use. We aren't liable for losses caused by someone else using your account with your credentials.

4. Our intellectual property; your license

The Services and everything in them that we or our licensors created (software, text, graphics, logos, designs, methodologies, training materials, templates, and audiovisual content, collectively "Unburdn Content") are our exclusive property or that of our licensors, protected by intellectual property laws, including patent-pending rights in our ATLAS platform and related technology.

We grant you a limited, non-exclusive, non-transferable, revocable license to access the Services and to view, download, and print Unburdn Content for your internal business use. You may not sell, sublicense, republish, or create derivative works from Unburdn Content, remove proprietary notices, or use it to develop a competing product or service. Any rights not expressly granted are reserved. We may suspend or terminate this license if you breach these Terms.

If you send us feedback or ideas about the Services, you agree we can use them without restriction or compensation to you.

5. Your content

You may submit content through the Services, such as form responses, messages, and files you upload to your account ("Your Content"). You own Your Content. You grant us a non-exclusive, worldwide, royalty-free license to host, store, reproduce, and use Your Content solely to operate, provide, secure, and improve the Services and to perform our obligations to you. We do not use Your Content to train general-purpose artificial intelligence or machine-learning models. This license ends when Your Content is deleted from our systems, except that copies may persist in routine backups for a limited time and we may retain what we need to comply with law, resolve disputes, and enforce our agreements.

You're responsible for Your Content. You represent that you have the rights to submit it and that it doesn't violate law or anyone else's rights, including confidentiality obligations and intellectual property, privacy, and publicity rights. Don't submit content that's unlawful, infringing, defamatory, harassing, or malicious (including viruses or other harmful code). We may remove content that violates these Terms, but we have no obligation to monitor it.

6. AI features and no professional advice

Some of the Services may include features powered by artificial intelligence, and content on the Services may discuss or demonstrate AI tools. AI-generated output can be inaccurate, incomplete, or unsuitable for your situation. You're responsible for evaluating any output before relying on it or acting on it. Some AI features may run on third-party AI providers; where they do, your inputs may be processed by those providers as described in our Privacy Notice.

Nothing on the Services is legal, tax, financial, accounting, or other professional advice, and no attorney-client or similar professional relationship is created by your use of the Services. Content is provided for general information and education. Consult your own qualified advisors before making decisions based on anything you find here.

7. Acceptable use

You agree not to:

- Scrape, crawl, harvest, or bulk-download any part of the Services, or use any content from the Services to train, fine-tune, or improve a machine learning or AI model, whether by automated or manual means. Operators of public search engines may crawl publicly available pages solely to create searchable indices.
- Probe, interfere with, or compromise the security or integrity of the Services, or attempt to access accounts, systems, or data you aren't authorized to access.
- Reverse engineer, decompile, or disassemble any part of the Services except where the law says we can't restrict that.
- Impersonate anyone, misrepresent your affiliation, or use the Services to send spam or unsolicited commercial messages.
- Impose an unreasonable load on our infrastructure, upload malicious code, or bypass measures we use to restrict access.

- Use the Services to violate any law or third-party right.

8. Fees and payment

Most paid work is governed by a Client Agreement, which controls its own pricing, invoicing, and payment terms. If we offer anything for purchase directly through the Services, the price, billing terms, any renewal terms, and the refund policy will be disclosed at the point of purchase, and you authorize us (and our payment processor) to charge your chosen payment method for those amounts, plus applicable taxes. Unless stated otherwise at the point of purchase or required by law, purchases are final.

9. Third-party services and links

The Services may link to or interoperate with websites, tools, and services we don't control. We don't endorse them and aren't responsible for their content, policies, or practices. Your use of a third-party service is governed by that party's terms, and you use it at your own risk. We may receive compensation from some third parties we link to, and where we have a material relationship we'll say so.

10. Copyright complaints (DMCA)

We respond to copyright infringement notices that comply with the Digital Millennium Copyright Act. Send notices to our designated agent: DMCA Agent, AI for the Rest of Us, Inc. d/b/a Unburdn, 1500 N Grant St #5302, Denver, CO 80203, or privacy@unburdn.ai. Your notice must include: (1) your physical or electronic signature (or that of someone authorized to act for the copyright owner); (2) identification of the copyrighted work; (3) identification and location of the allegedly infringing material; (4) your contact information; (5) a statement of good-faith belief that the use isn't authorized by the owner, its agent, or the law; and (6) a statement under penalty of perjury that the notice is accurate and you're authorized to act. We may terminate repeat infringers. Knowingly misrepresenting infringement can expose you to liability under 17 U.S.C. § 512(f).

11. Disclaimer of warranties

THE SERVICES AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WE DON'T WARRANT THAT THE SERVICES WILL BE ACCURATE, RELIABLE, UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. SOME JURISDICTIONS DON'T ALLOW CERTAIN WARRANTY DISCLAIMERS, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

12. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) NEITHER UNBURDN NOR ITS OFFICERS, MEMBERS, EMPLOYEES, CONTRACTORS, AGENTS, SUPPLIERS, OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY; AND (B) OUR TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE GREATER OF THE AMOUNTS YOU PAID US UNDER THESE TERMS IN THE 12 MONTHS BEFORE THE CLAIM AROSE OR $100. THESE LIMITS APPLY

REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THEY DON'T LIMIT LIABILITY THAT CAN'T BE LIMITED BY LAW.

13. Dispute resolution: arbitration and class action waiver

Please read this section carefully. It requires most disputes to be resolved by binding individual arbitration, and it waives jury trials and class actions.

Informal resolution first. Before starting arbitration, contact us at privacy@unburdn.ai describing the dispute. We'll try to resolve it informally within 30 days. If we can't, either party may proceed as set out below.

Agreement to arbitrate. Any dispute, claim, or controversy arising out of or relating to these Terms or the Services (a "Dispute") will be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and, where applicable, its Consumer Arbitration Rules, as modified by this section. The Federal Arbitration Act governs this section. Either party may instead bring an individual claim in small claims court if it qualifies, and either party may seek injunctive or other equitable relief in a court of competent jurisdiction to protect its intellectual property or confidential information.

Class action and jury waiver. Disputes will be arbitrated only on an individual basis. Neither party may participate in a class action, class arbitration, or representative proceeding, and the arbitrator may not consolidate claims of more than one person. Each party waives the right to a jury trial. If the class waiver in this paragraph is found unenforceable as to a particular claim, that claim (and only that claim) must proceed in court, and the rest of this section stays in effect.

Process. One arbitrator, selected under the AAA rules, will decide the Dispute. The arbitration will be conducted in the county where you reside or another mutually agreed location, and may proceed on documents, by video, or in person as the AAA rules provide. Fees are allocated under the AAA rules; if you're a consumer, we'll pay the portion of arbitration fees the rules or applicable law require us to pay. The arbitrator's award will include the essential findings and conclusions, must be consistent with Section 12, and may be entered in any court with jurisdiction. The arbitrator may award declaratory or injunctive relief only in favor of the individual claimant and only as necessary for that claimant's individual claim.

Your right to opt out. You may opt out of this arbitration agreement by emailing privacy@unburdn.ai with the subject line "Arbitration Opt-Out" within 30 days of first accepting these Terms. Include your full name and the email address you use with us. If you opt out, Disputes will be resolved in the courts identified in Section 14, but the class action and jury waivers still apply to the extent enforceable.

Changes to this section. If we materially change this Section 13 after you accept these Terms, you may reject the change by emailing privacy@unburdn.ai within 30 days of the change taking effect, in which case the prior version applies to Disputes between us.

14. Governing law and venue

These Terms and any Dispute are governed by the laws of the State of Colorado, without regard to its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods doesn't apply. Subject to Section 13, any claim that proceeds in court must be brought exclusively in the state or federal courts located in Denver County, Colorado, and you consent to personal jurisdiction there.

15. Indemnification

If you're using the Services on behalf of a business, you (and the business) will defend, indemnify, and hold harmless Unburdn and its officers, members, employees, contractors, and agents from third-party claims, damages, and expenses (including reasonable attorneys' fees) arising out of Your Content, your breach of these Terms, or your violation of law or a third party's rights. This obligation applies to individual consumers only to the extent permitted by applicable law.

16. Suspension and termination

You may stop using the Services at any time. We may suspend or terminate your access to the Services if you breach these Terms, if we're required to by law, or if we discontinue the Services, and we'll give you reasonable notice where practicable. On termination, the license we granted you ends. Sections that by their nature should survive (including Sections 4–6, 8 (as to amounts accrued), and 10–17) survive termination. Termination of website access doesn't affect any Client Agreement, which is governed by its own terms.

17. General

- **Changes to these Terms.** We may update these Terms. If we make material changes, we'll post the updated Terms with a new effective date and take reasonable steps to notify you, such as email or a notice on the site, before they take effect. Continued use after the effective date means you accept the updated Terms; if you don't, stop using the Services.
- **Notices.** We may give notice by email to the address on your account or by posting on the site. Legal notices to us go to privacy@unburdn.ai and by mail to the address above.
- **Assignment.** You may not assign these Terms without our written consent. We may assign them in connection with a merger, acquisition, financing, or sale of assets.
- **Entire agreement; severability; waiver.** These Terms, together with any terms presented at the point of purchase, are the entire agreement between you and us about the Services and supersede prior agreements about them (Client Agreements remain separate and controlling for their subject matter). If a provision is found unenforceable, the rest remain in effect. Our failure to enforce a provision isn't a waiver of it. Our Privacy Notice explains how we handle personal information; it's provided as a notice, not as a contract term.
- **Force majeure.** We aren't liable for delays or failures caused by events beyond our reasonable control.

Contact

Questions about these Terms: privacy@unburdn.ai, or AI for the Rest of Us, Inc. d/b/a Unburdn, 1500 N Grant St #5302, Denver, CO 80203.

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