

Terms of Use

Effective Date: Jan 1, 2025

Welcome to Innovation Minds' Employee Experience SaaS Platform. These Terms of Use ("Terms") govern your access to and use of our platform, services, and related software (collectively, the "Platform"). By accessing or using the Platform, you agree to be bound by these Terms. If you do not agree, do not use the Platform.

1. Acceptance of Terms

Your use of the Platform constitutes your acceptance of these Terms, our Privacy Policy, and any additional terms provided when you use certain features of the Platform.

2. Eligibility

You must be at least 18 years of age and authorized by your employer to use the Platform. By using the Platform, you represent and warrant that you meet these eligibility requirements.

3. License to Use the Platform

We grant you a limited, non-exclusive, non-transferable, and revocable license to use the Platform solely for your organization's internal business purposes.

4. Account Registration and Security

a. **Account Responsibility:** You are responsible for maintaining the confidentiality of your account credentials and for all activities under your account.

b. **Notification of Breach:** Notify us immediately if you suspect unauthorized use of your account.

5. Use of the Platform

a. **Permitted Use:** Use the Platform only for lawful purposes and in compliance with all applicable laws and regulations.

b. **Prohibited Use:** You agree not to:

- Misuse the Platform by attempting to gain unauthorized access, introduce malicious software, or interfere with its functionality.
- Post or share content that is illegal, harmful, or violates the rights of others.

6. User Content

a. **Ownership:** You retain ownership of any content you submit to the Platform ("User Content").

b. **License to Us:** By submitting User Content, you grant us a non-exclusive, worldwide, royalty-free license to use, reproduce, and display the content as necessary for the operation of the Platform. However, this clause does not apply to users under enterprise client agreements, where User Content rights are governed by the terms of the specific enterprise contract.

c. **Prohibited Content:** You may not upload content that is unlawful, infringing, defamatory, or otherwise objectionable.

7. Platform Modifications

We reserve the right to modify or discontinue any part of the Platform at any time, with or without notice.

8. Fees and Payment

a. **Subscription Fees:** If applicable, your use of the Platform is subject to subscription fees detailed in a separate agreement with your organization.

b. **Non-Payment:** Failure to pay fees when due may result in suspension or termination of access.

9. Confidentiality

You agree to treat all information and data provided through the Platform as confidential and not to disclose it to unauthorized parties.

10. Intellectual Property

All rights, title, and interest in the Platform, including software, trademarks, and related materials, remain with Innovation Minds. You may not copy, distribute, or create derivative works from the Platform without prior written consent.

11. Data Privacy

We handle your data in accordance with our [Privacy Policy](#). By using the Platform, you consent to our data collection and usage practices.

12. Third-Party Services

The Platform may integrate with third-party services. We are not responsible for the availability, functionality, or content of such services.

13. Termination

We may terminate or suspend your access to the Platform at our sole discretion, with or without notice, for any violation of these Terms or applicable laws.

14. Disclaimer of Warranties

The Platform is provided "as is" without warranties of any kind, express or implied, including merchantability, fitness for a particular purpose, or non-infringement.

15. Limitation of Liability

To the maximum extent permitted by law, Innovation Minds shall not be liable for any indirect, incidental, or consequential damages arising from your use of the Platform.

16. Indemnification

You agree to indemnify and hold Innovation Minds harmless from any claims, damages, or liabilities arising from your use of the Platform or breach of these Terms.

17. Governing Law and Dispute Resolution

These Terms are governed by the laws of California, USA, without regard to conflict of laws principles. Disputes shall be resolved through arbitration in Fremont, California, USA, unless prohibited by law.

18. Changes to Terms

We reserve the right to update these Terms at any time. Continued use of the Platform after such updates constitutes acceptance of the revised Terms.

19. Contact Us

For questions or concerns regarding these Terms, please contact us at:

Innovation Minds

contact@innovationminds.com

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