

Terms and Conditions

Last Updated: September 13, 2024

Welcome to DesignScout! These Terms and Conditions govern your use of the DesignScout platform, services, and website located at <https://designscout.ai/>. By accessing or using our Platform, you agree to be bound by these Terms. If you do not agree with these Terms, please do not use our services.

1. Acceptance of Terms

By using the Platform, you confirm that you are at least 18 years of age and legally capable of entering into binding agreements. If you are using the Platform on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms.

2. Changes to Terms

DesignScout reserves the right to update or change these Terms at any time. We will notify you of any significant changes via email or through the Platform. Continued use of the Platform after any changes constitute your acceptance of the new Terms.

3. Services

DesignScout provides tools for companies to create, administer, and evaluate design assessments and offers individuals the ability to practice their skills with our assessments and receive AI-driven feedback. Our Services are intended to enhance design skills and assist companies in identifying qualified candidates. DesignScout does not guarantee any specific outcomes from the use of its Services.

4. User Accounts

To access certain features of the Platform, you must create an account. You agree to provide accurate, current, and complete information during registration and to update such information as necessary. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

5. Data Privacy Policy

Our Data Privacy Policy explains how we collect, use, and share your personal information. By using the Platform, you consent to the collection and use of your information as described in the Data Privacy Policy.

6. Intellectual Property

All content, features, and functionality on the Platform, including but not limited to text, graphics, logos, images, and software, are the exclusive property of DesignScout or its licensors and are protected by international copyright, trademark, and other intellectual property laws. You may not reproduce, distribute, modify, or create derivative works from any content without prior written permission from DesignScout.

7. User Conduct

By using the Platform, you agree not to:

- Use the Platform for any unlawful purpose or to solicit others to perform or participate in any unlawful acts.
- Post or transmit any false, misleading, or inappropriate content.
- Attempt to interfere with the security or integrity of the Platform.
- Reverse engineer, decompile, or attempt to extract the source code of the software underlying the Platform.

8. Payment Terms

Certain features of the Platform may require payment, including premium assessments and advanced AI analysis. By purchasing such features, you agree to pay the applicable fees as described at the time of purchase. All fees are non-refundable unless otherwise stated.

9. AI Analysis and Feedback

DesignScout provides AI-generated feedback based on the performance in assessments. This feedback is intended for skill improvement, educational, and informational purposes only. The AI analysis does not constitute professional advice and should not be relied upon as a sole measure of design skills or potential. DesignScout does not guarantee the accuracy, reliability, or completeness of the AI feedback.

10. Limitation of Liability

To the maximum extent permitted by law, DesignScout shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses resulting from (i) your use or inability to use the Platform; (ii) any unauthorized access to or use of our servers and/or any personal information stored therein.

11. Indemnification

You agree to indemnify, defend, and hold harmless DesignScout, its officers, directors, employees, and agents from any claims, losses, damages, liabilities, including legal fees, arising out of your use or misuse of the Platform, your violation of these Terms, or your infringement of any intellectual property or other right of any person or entity.

12. Termination

DesignScout reserves the right to suspend or terminate your account and access to the Platform at any time, without notice, for conduct that DesignScout believes violates these Terms or is harmful to other users of the Platform or the business interests of DesignScout.

13. Governing Law

These Terms shall be governed and construed in accordance with the laws of the State of Washington, without regard to its conflict of law provisions. Any legal action or proceeding arising under these Terms will be brought exclusively in the federal or state courts located in the United States of America.

14. Contact Us

If you have any questions about these Terms, please contact us at hello@designscout.ai.

This version includes specific clauses relevant to designers practicing their skills with DesignScout's assessments and AI analysis. Make sure to adapt any legal language to your specific needs and consult a lawyer for further customization.