

Prach Terms of Service

Last Updated: March 23, 2024

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using the Prach website (the "Service") operated by Prach AI ("us", "we", or "our").

Your Access and Use:

- Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms.
- These Terms apply to all visitors, users, and others who access or use the Service.
- By accessing or using the Service you agree to be bound by these Terms. Prach AI reserves the right, at its sole discretion, to restrict, suspend, or terminate your access to and use of the Service.

Our Services:

Prach AI provides an AI-powered platform designed to be helpful and informative. Prach AI is available via www.prach.org and associated internet domains.

Acceptable Use:

- **Age Restriction:** You must be at least [Consider minimum age - 13, 16, or 18] years old to use the Service. If you are under 18, you must have your parent or legal guardian's permission to use the Service.
- **Account Responsibility:** You agree not to share, transfer, or sell your account. You are responsible for all activities that occur under your account.
- **Prohibited Activities:** You agree not to use the Service for any unlawful, illegal, fraudulent, or harmful activities, including but not limited to hate speech, harassment, violence, political manipulation, spam, or malware.
- **Data Collection:** You agree not to conduct any unauthorized data collection activities on or in relation to the Service. This includes using the Service for input into other services, websites, or databases without permission.
- **Content Attribution:** You agree not to republish any content generated by the Service without clearly citing Prach as the source and the context associated with the content. Misrepresenting the source or nature of the content is strictly prohibited.

User-Generated Content:

- **Content Ownership:** The Service may allow you to upload, submit, store, send, or receive content. You retain ownership of any intellectual property rights that you hold in that content.
- **Content License:** When you upload, submit, store, send or receive content to or through the Service, you grant us (and those we work with) a non-exclusive license to use, host, store, reproduce, modify, create derivative works, communicate, publish, publicly perform, publicly display and distribute such

content. This license is limited to the purpose of operating, promoting, and improving Prach and developing new services. You ensure you have the necessary rights to grant us this license.

- **Content Responsibility:** You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not Prach AI, are entirely responsible for all Content you submit.
- **Content Disclaimer:** Prach AI does not control the Content posted via the Service and does not guarantee its accuracy, integrity, or quality. You understand that by using the Service, you may be exposed to Content that is offensive, indecent, or objectionable. Under no circumstances will Prach AI be liable for any Content, including any errors or omissions.
- **Content Evaluation:** You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on its accuracy, completeness, or usefulness. Do not rely solely on content generated by Prach.
- **Content Preservation:** Prach AI may preserve Content and may disclose Content if required to do so by law.

Intellectual Property Rights:

Prach AI acknowledges and respects the intellectual property rights of all individuals and entities, and expects all users to do the same. Any attempts to reverse engineer, copy, reproduce, or otherwise steal intellectual property from the Service will not be tolerated.

Prach AI takes all allegations of copyright infringement seriously and will respond promptly to any notices that comply with applicable laws and are properly provided to us. If you believe that your work has been used in a manner that constitutes copyright infringement, please email us at [email address removed].

Limitation of Liability (Continued):

- use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, even if advised of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer:

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Prach AI, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or

location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; nor d) the results of using the Service will meet your requirements.

Indemnification:

You agree to defend, indemnify and hold harmless Prach and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

Term and Termination:

These Terms shall remain in full force and effect while you use the Service. We may suspend or terminate your access to the Service for breach or violation of these Terms, or for any other reason, without prior notice or liability. Upon termination, your right to use the Service will immediately cease. You may also terminate these Terms at any time by discontinuing your use of the Service.

Governing Law:

These Terms shall be governed and construed in accordance with the laws of [State/Country] without regard to its conflict of law provisions.

Dispute Resolution:

Any dispute arising out of or relating to these Terms or your use of the Service will be settled by [Specify preferred method of dispute resolution - Arbitration/Mediation/Court].

Entire Agreement:

These Terms constitute the entire agreement between you and us regarding your use of the Service and supersede all prior or contemporaneous communications and proposals, whether oral or written.

Severability:

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

Waiver:

No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision.

Headings:

Headings used in this agreement are for informational purposes only and shall not be deemed to be part of these Terms.

Changes to Terms of Service:

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use the Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please cease using the Service.

Contact Us:

If you have any questions about these Terms, please contact us at .

Additional Terms Specific to Neurodiversity

- **Data Privacy:** Prach is committed to protecting the privacy of all users, with a particular emphasis on safeguarding the data of neurodivergent users. We adhere to all applicable data privacy regulations and employ robust security measures to ensure user data remains confidential. For more information, please refer to our separate Privacy Policy.
- **Accessibility:** Prach strives to provide an accessible platform for all users, regardless of their abilities. This includes features like screen reader compatibility, adjustable text size, and alternative input methods. We are constantly working to improve accessibility and welcome feedback from our users.
- **Content Disclaimer:** The AI-generated content provided by Prach may not always be accurate or appropriate for all audiences. Users are encouraged to exercise critical thinking skills when using the platform.

Additional Considerations

- **Content Moderation:** Prach outlines clear policies for content moderation to ensure a safe and inclusive environment for all users. This includes the removal of hateful content, harassment, and any violation of Prach's Terms of Service.
- **Age Verification:** Depending on the nature of your platform and the content it generates, you might consider implementing a stricter age verification process than the minimum outlined above.

Content Moderation:

Prach maintains a strong commitment to fostering a safe and inclusive environment for all users. We actively moderate content to ensure it adheres to our Terms of Service. Prohibited content includes, but is not limited to:

- Hate speech, racial or ethnic slurs, or other forms of discriminatory language.
- Threats, harassment, bullying, or intimidation.
- Sexually suggestive or explicit content.
- Violent content or content promoting violence.
- Misinformation, disinformation, or deliberately misleading content.
- Spam, advertising, or commercial content not authorized by Prach.
- Impersonation of another user or entity.
- Content that infringes on the intellectual property rights of others.

Prach reserves the right to remove any content that violates these Terms of Service or that we deem to be harmful or inappropriate. We may also suspend or terminate accounts associated with such content.

Termination for Cause:

Prach reserves the right to terminate your access to the Service for any reason, including, but not limited to:

- Violation of these Terms of Service.
- Repeated violations of Prach's content moderation policies.
- Illegal or unauthorized use of the Service.
- Attempts to damage or interfere with the proper functioning of the Service.
- Providing false or misleading information during account creation.

Termination Process:

In the event of termination, your access to the Service will be immediately disabled. Prach may also retain or remove content associated with your account, at its sole discretion.

Feedback and Reporting:

We encourage users to report any content that violates our Terms of Service. You can report violations through our in-app reporting system or by contacting us at . We will review all reports promptly and take appropriate action.

Updates to Terms of Service:

Prach reserves the right to update these Terms of Service at any time. We will notify users of material changes by posting a notice on the Service or sending an email to the address associated with your account. Your continued use of the Service following the posting of any revised Terms of Service constitutes your acceptance of the revised Terms. If you do not agree to the revised terms, you must stop using the Service.

Contact Us:

If you have any questions about these Terms of Service, please contact us at prachaibot@gmail.com

We hope this comprehensive Terms of Service provides a clear understanding of your rights and responsibilities when using Prach. By using the platform, you acknowledge your acceptance of these terms.