

WHITESHOE WORK TERMS AND CONDITIONS

1. Introduction

Purpose

Welcome to Whiteshoe AI! Our service is designed to leverage advanced natural language processing technologies to assist lawyers and legal professionals in generating and analyzing documents efficiently. Whiteshoe AI aims to enhance your productivity by automating and streamlining the drafting and review processes, making it easier to handle complex legal documents.

Acceptance of Terms

By accessing and using Whiteshoe AI, you acknowledge and agree to be bound by these Terms and Conditions. Your use of the service constitutes an acceptance of these Terms and is subject to your continued compliance with their provisions. If you do not agree to be bound by these Terms, please do not use Whiteshoe AI.

2. Definition of Key Terms

To ensure clarity and precision in understanding the Terms and Conditions of Whiteshoe AI, the following key terms are defined as used in this document:

- **User:** Any individual or entity that accesses or uses Whiteshoe AI, whether registered or not. Users may include lawyers, paralegals, legal assistants, and other professionals within the legal sector who engage with our services.
- **Service:** The various offerings provided by Whiteshoe AI, which include, but are not limited to, natural language processing tools for drafting, analyzing, and managing legal documents, as well as any other features, tools, or content provided through our website.
- **Content:** Any text, data, information, images, or other material provided, generated, or otherwise made accessible on or through the Service. This includes both content provided by Users and content created or generated by Whiteshoe AI.
- **AI-generated documents:** Documents or portions of documents created by Whiteshoe AI's algorithms as a result of processing input provided by Users or from existing legal texts. These documents are tailored to assist Users in their legal work.
- **Usage Limits:** While subscribers generally enjoy unlimited access to document generation, Whiteshoe may restrict continued use in the case of unreasonably

excessive usage that costs more or as much in processing costs than the user has paid in subscription fees.

- **Subscription:** The agreement under which Users pay to access Whiteshoe AI services. Subscriptions can vary in duration and scope, offering different levels of access and features according to the plan selected by the User. The base case of a subscription is a monthly fee paid for unlimited access to the Work page text generation.

Understanding these terms is crucial for the proper use of Whiteshoe AI and compliance with these Terms and Conditions. Users are encouraged to refer back to this section for clarification as needed throughout the document.

3. User Account and Access

Account Creation

To utilize the services offered by Whiteshoe AI, Users must first create an account via our website. The account setup process involves the following steps:

- **Signup:** Users are required to complete a registration form that includes providing a valid email address, creating a password, and entering relevant personal and professional information, such as name, contact details, and professional affiliation.
- **Subscription Payment:** Upon account creation, Users will select a subscription plan that best suits their needs and make the required payment to activate the service.

Account Responsibilities

Users are responsible for maintaining the confidentiality and security of their account information and are accountable for all activities conducted through their account. Users are expected to adhere to the following responsibilities:

- **Confidentiality:** Users must keep their account login details confidential and not share them with others. This includes safeguarding any passwords or sensitive information used to access the account.
- **Notification of Breach:** In the event of any unauthorized use of their account or breach of security, Users are required to notify Whiteshoe AI immediately.
- **Accurate Information:** Users should ensure that all personal and professional information provided during the account setup and throughout the subscription period is accurate and up-to-date.

- **Subscription Management:** Users have the right to modify their subscription plan, cancel their subscription, or delete their account at any time through the account management settings on the website. Cancellations will take effect at the end of the paid subscription period, and account deletion will remove all User data from Whiteshoe AI systems in accordance with our data retention policy.

One User Per Account

Whiteshoe AI accounts are intended for individual use only and are limited to one user per account. Sharing account credentials with others, or allowing multiple individuals to use a single account, violates these Terms and Conditions and may result in termination of the account. Each user should have their own separate account to ensure compliance with our terms and maintain security and accountability for activities conducted within the service.

4. Services Provided

Description of the AI Tool

Whiteshoe AI is an advanced artificial intelligence tool designed to assist legal professionals by leveraging natural language processing (NLP) capabilities. The tool offers several functionalities:

- **Document Generation:** Users can generate legal documents by setting specific parameters such as language, body of law, tone of writing, and length. The AI processes input and user settings to produce tailored documents that meet the specified criteria.
- **Chatbox Interactions:** In its short mode, Whiteshoe AI functions as a chatbox, providing quick responses and engaging in dialogue based on user queries. This feature is particularly useful for obtaining fast, conversational-style legal insights.
- **File Handling:** Whiteshoe AI supports uploading and analyzing documents in various formats, including PDF. This allows users to integrate existing documents into the platform for further processing and analysis.
- **Customizable Settings:** Users can customize settings to define the language, body of law, tone of writing, and operation mode (long or short). In long mode, the AI generates extensive documents based on the length specified in the prompt, while in short mode, it provides concise, chat-like interactions.

Availability

Whiteshoe AI is available online, providing users with 24/7 access to its services from anywhere in the world. However, there are a few considerations regarding its availability:

- **Geographical Limitations:** While Whiteshoe AI aims to be globally accessible, specific features or functionalities might be restricted in certain jurisdictions due to local laws or regulations concerning AI and data usage.
- **Service Downtime:** Scheduled maintenance and unforeseen technical issues may occasionally result in downtime. Users will be notified in advance of planned maintenance periods, and efforts will be made to minimize any disruptions.
- **Usage Times:** There are no inherent restrictions on usage times; however, peak times may result in slower response rates due to high user traffic.

Whiteshoe AI is committed to continuously expanding and improving its offerings to address the evolving needs of legal professionals efficiently.

5. Usage Policy

Permitted Uses

Whiteshoe AI is designed to enhance the efficiency and capabilities of legal professionals through advanced technology. The following are acceptable uses of the AI tool:

- **Document Generation:** Users are encouraged to utilize Whiteshoe AI for generating legal documents tailored to specific requirements, including drafting contracts, briefs, and other legal materials based on inputs provided by the user.
- **Legal Research Assistance:** The tool can be used to assist in legal research, providing insights and processing information related to various legal topics and jurisdictions.
- **Educational Purposes:** Legal professionals and students may use Whiteshoe AI as an educational tool to better understand legal documentation and case analysis.
- **Workflow Integration:** Integrating Whiteshoe AI into daily legal practice to streamline workflows, reduce administrative burdens, and improve productivity.

Prohibited Uses

To ensure the responsible use of Whiteshoe AI, users must avoid the following prohibited activities:

- **Unlawful Activities:** Using the tool to engage in or promote activities that are illegal under applicable laws, such as the creation of fraudulent documents or the perpetration of scams.
- **License Sharing:** Users are not permitted to share their account or license with others. Whiteshoe AI licenses are for individual use only to ensure accountability and security.
- **Reverse Engineering:** Attempting to reverse engineer, decompile, or otherwise disassemble any portion of the Whiteshoe AI software or its underlying algorithms is strictly prohibited.
- **Misrepresentation:** Users should not manipulate the AI's outputs to misrepresent facts or legal advice in any legal proceedings or advice given to clients.
- **Interference with Operations:** Introducing harmful or malicious software, or interfering in any way with the normal operation of Whiteshoe AI, including its servers and network.

6. Intellectual Property Rights

Ownership

Whiteshoe AI, along with all underlying technology and software, is the exclusive property of Web3 Services, LLC. Web3 Services, LLC retains all rights, title, and interest in and to the software, including any updates, enhancements, modifications, and versions thereof. The technology and its functionalities, including all associated intellectual property rights, are protected under applicable intellectual property laws.

User-Generated Content

- **Ownership of User Data:** Users retain ownership over all data, information, and material that they input into Whiteshoe AI for the purpose of document generation or any other legal task ("User-Generated Content"). Web3 Services, LLC does not claim any ownership rights over the content created or inputted by users.
- **Confidentiality and Privacy:** Although Web3 Services, LLC does not access or use User-Generated Content for any purpose other than to provide services to the user, all interactions involving user information are designed to comply with our stringent data privacy and confidentiality policies.
- **Data Handling Compliance:** Web3 Services, LLC commits to maintaining the integrity and security of User-Generated Content in accordance with applicable data protection laws and our own data privacy policy.

Users are encouraged to ensure that their use of Whiteshoe AI complies with all applicable laws and that they have the rights necessary to provide the User-Generated Content to Whiteshoe AI under these terms. This ownership and usage structure is designed to respect the user's proprietary rights while enabling effective service provision by Web3 Services, LLC.

7. Payment Terms

Fees

Whiteshoe AI operates on a subscription-based model, offering users unlimited access to its natural language processing tools for a fixed monthly fee. This model is designed to provide predictable costs for legal professionals and firms, enabling them to plan their expenses effectively. The subscription fee covers all regular uses of the AI tool as specified in the user agreement.

Excessive Use

While the subscription allows for unlimited use, it is subject to a fair usage policy to prevent abuse and ensure optimal service quality for all users. If a user's activity causes data processing costs to significantly exceed the normal usage covered by the subscription fee, Web3 Services, LLC reserves the right to impose necessary restrictions on the user's account. These restrictions could include:

- Limitations on Usage: Temporarily reducing the user's ability to generate documents or use the chatbot feature to balance the overall system load.
- Subscription Review: Engaging with the user to discuss usage patterns and potential adjustments to the subscription terms to accommodate their usage levels.

Refunds and Cancellations

- Cancellation Policy: Users can cancel their subscription at any time. The cancellation will become effective at the end of the current billing period, allowing users to continue accessing the service until that time.
- Refund Policy: Generally, subscription fees are non-refundable except in cases where the service has failed to provide the promised functionality or in other exceptional circumstances, at the discretion of Web3 Services, LLC.
- Proactive Subscription Management: Should a user's needs change or if they find the service no longer necessary, they are encouraged to cancel their subscription through their account management page to avoid further charges.

8. Privacy and Data Protection

Collection and Use of User Data

Whiteshoe AI takes the privacy and security of user data seriously. Here's how we handle data:

- **Data Collection:** User data is collected primarily through direct inputs when users interact with the AI tool, such as when entering information for document generation or setting up user profiles. Additional data may be collected indirectly through user interactions with the service and diagnostics to improve functionality.
- **Purpose of Data Use:** The collected data is used to facilitate the operation of Whiteshoe AI, improve user experience, and ensure the effectiveness of the AI tool. This includes customizing document generation to user specifications, managing user accounts, and enhancing overall service performance.
- **Data Storage:** Some user data is stored on secure servers with strong encryption protocols to prevent unauthorized access and ensure data integrity.

Protection of User Data

- **Security Measures:** Whiteshoe AI implements robust security measures, including SSL/TLS encryption for data in transit, secure server configurations, and regular security audits to safeguard user information.
- **Access Control:** Access to user data is strictly limited to authorized personnel who require it to perform their job functions, and strict contractual confidentiality obligations are enforced.

Adherence to Privacy Laws

Whiteshoe AI is committed to full compliance with applicable privacy laws and regulations, including but not limited to:

- **General Data Protection Regulation (GDPR):** For users in the European Union, Whiteshoe AI adheres to GDPR requirements, providing users with control over their personal data and ensuring transparency about data use.
- **California Consumer Privacy Act (CCPA):** For users in California, USA, Whiteshoe AI complies with CCPA, which includes rights to access, delete, and opt-out of the sale of personal information.
- **Sector-Specific Regulations:** Additionally, being a tool for legal professionals, Whiteshoe AI ensures compliance with industry-specific regulations that govern the handling of confidential legal documents.

User Rights

Users have specific rights regarding their personal data, including:

- **Right to Access:** Users can request access to the personal data Whiteshoe AI holds about them.
- **Right to Rectification:** Users have the right to request correction of inaccurate data.
- **Right to Erasure:** Users can request the deletion of their data when it is no longer necessary for the purposes for which it was collected.
- **Right to Object:** Users can object to certain uses of their data, such as direct marketing.

9. Disclaimers and Limitations of Liability

Accuracy of AI-Generated Content

- **Potential Inaccuracies:** AI-generated documents may contain inaccuracies or errors, especially when processing complex legal concepts or nuanced language. Users are encouraged to review and verify the content generated by Whiteshoe AI to ensure its accuracy and suitability for their specific needs. All output content should be reviewed by competent professionals before any final use.

No Legal Liability

- Whiteshoe AI is a tool designed to support legal professionals in their work, but it does not constitute legal advice. The use of Whiteshoe AI does not create an attorney-client relationship, and Whiteshoe AI is not a substitute for professional legal advice.
- In no event shall Web3 Services, LLC, the provider of Whiteshoe AI, be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, or goodwill, arising from the use of or inability to use Whiteshoe AI.

10. Termination of Use

Termination Conditions

Web3 Services, LLC reserves the right to terminate a user's access to Whiteshoe AI under the following conditions:

- **Violation of Terms:** Users found to be in violation of the Terms and Conditions, including but not limited to engaging in prohibited activities or breaching confidentiality obligations.

- **Excessive Use:** Users who excessively use the service in a manner that significantly exceeds normal usage levels and causes undue strain on system resources.
- **Non-Payment:** Failure to pay subscription fees or other charges associated with the use of Whiteshoe AI.
- **Legal Compliance:** Non-compliance with applicable laws or regulations related to the use of Whiteshoe AI.
- **Abuse:** Any form of abuse, harassment, or disruptive behavior towards other users or Web3 Services, LLC staff.

Notice of Termination

In the event of termination, Web3 Services, LLC will provide notice to the user via email or through the Whiteshoe AI platform. The notice will include the reason for termination and the effective date of termination.

Data and Content Handling

Upon termination of a user's account, the following actions will be taken regarding user data and content:

- **Data Deletion:** User data, including personal information and user-generated content, will be securely deleted from Whiteshoe AI servers. This process will be completed within a reasonable timeframe after the termination becomes effective.
- **Access Revocation:** User access to Whiteshoe AI will be immediately revoked, and all associated accounts and credentials will be deactivated.
- **Backup Retention:** Web3 Services, LLC may retain backups of user data for a limited period after termination for data recovery purposes. These backups will also be subject to deletion in due course.

12. Dispute Resolution

Governing Law:

The Terms and Conditions of Whiteshoe AI, as well as any disputes arising from or related to the use of the service, shall be governed by and construed in accordance with the laws of the United States, excluding its conflict of law principles.

Dispute Resolution Mechanism:

Arbitration: Any dispute, controversy, or claim arising out of or relating to the Terms and Conditions or the use of Whiteshoe AI shall be resolved through arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. The arbitration shall take place in [City], [State], unless otherwise agreed by the parties.

Mediation: Prior to initiating arbitration, the parties agree to attempt to resolve any disputes through good faith mediation conducted by a mutually agreed-upon mediator. If mediation is unsuccessful in resolving the dispute within a reasonable period, either party may proceed to arbitration.

Arbitration Award: The arbitrator's decision shall be final and binding, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration or litigation arising out of or related to the Terms and Conditions shall be entitled to recover its reasonable attorneys' fees and costs.

This provision on governing law and dispute resolution ensures that any legal issues arising from the use of Whiteshoe AI will be handled in a fair, efficient, and legally binding manner, providing clarity and security for both users and Web3 Services, LLC.

13. Miscellaneous

Enforceability: If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest to the original intent of the provision.

No Waiver: Failure by Web3 Services, LLC to enforce any provision of these Terms and Conditions shall not constitute a waiver of such provision. The failure to enforce any provision shall not affect the right to subsequently enforce that provision or any other provision of these Terms and Conditions.

CONTACT: admin@whiteshoe.net for questions or concerns about these terms and conditions.

Effective from April 2023