

Product Copilot - Terms of Service

Effective date: February 13th 2025

1 Introduction

Product Copilot (hereinafter referred to as "Service") is operated by Prio 0 GmbH ("us", "we", or "our"). It can be accessed at <https://product-copilot.ai> and is an application integrated with Google Chrome browsers, Atlassian Jira/Confluence and Azure DevOps.

It might take a few minutes to digest our Terms of Service, please grab a cup of coffee and carefully read the following pages. It will take you approximately 20 minutes.

These Terms of Service ("Terms", "Terms of Service") govern your use of our Product Copilot browser extension and related website operated by Prio 0 GmbH.

Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our web pages.

Your agreement with us includes these Terms and our Privacy Policy ("Agreements"). You acknowledge that you have read and understood these Agreements, and agree to be bound of them.

If you do not agree with (or cannot comply with) Agreements, then you may not use the Service, but please let us know by emailing at info@product-copilot.ai so we can try to find a solution.

These Terms apply to all visitors, users and others who wish to access or use the Service. Thank you for being responsible.

2 Communications

By creating an Account on our Service, you agree that we contact you with news on product updates, other information that may be of interest to you, or ask for your feedback.

You may opt out of receiving any, or all, of these communications from us by emailing at info@product-copilot.ai.

3 Content

Content found on or through this Service are the property of Prio 0 GmbH or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content,

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whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

4 Prohibited Uses

You may use the Service only for lawful purposes and in accordance with Terms.

You agree not to use the Service:

- in any way that violates any applicable national or international law or regulation.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Prio 0 GmbH, a Prio 0 GmbH employee, another user, or any other person or entity.
- In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm or offend Prio 0 GmbH or users of the Service or expose them to liability.
- To send unsolicited messages or any message that would not be permitted under applicable law.
- If you haven't obtained all the necessary licenses, consents, and permissions for your use of this Service.
- For any activities where the use or failure of the Service could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).
- If you are (or become) a "covered entity" or "business associate" as defined in HIPAA, you will not use this Service for any purpose or in any manner involving transmitting protected health information.

Additionally, you agree not to:

- Use the Service in any manner that could disable, overburden, damage, or impair the Service or interfere with any other party's use of the Service, including their ability to engage in real time activities through the Service.

- Use any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service.
- Use any manual process to monitor or copy any of the material on the Service or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Service.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer, or database connected to the Service.
- Attack the Service via a denial-of-service attack or a distributed denial-of-service attack.
- Take any action that may damage or falsify Prio 0 GmbH rating.
- Otherwise attempt to interfere with the proper working of the Service

Finally, you agree that you are responsible to ensure that you are allowed to grant Product Copilot access to process your Jira/Confluence/Azure DevOps data (issues, pages, comments, dates, times) without infringing the rights of any third party.

5 Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

Google Analytics: Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network. Google Privacy Terms; Google's policy for safeguarding your data

6 Accounts

When you sign up for Product Copilot with your E-Mail account, you guarantee that you are legally permitted to use that account and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account.

You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service.

You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

7 Intellectual Property

This Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Prio 0 GmbH and its licensors.

The Service may be protected by copyright, trademark, and other laws.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Prio 0 GmbH.

8 Copyright Policy

We respect the intellectual property rights of others.

It is our policy to respond to any claim that Content posted on the Service infringes on the copyright or other intellectual property rights (Infringement) of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to info@product-copilot.ai, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims". You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the Service on your copyright.

9 DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest

- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work
- identification of the URL or other specific location on the Service where the material that you claim is infringing is located
- your address, telephone number, and email address
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at info@product-copilot.ai

10 Error Reporting and Feedback

You may provide us directly at info@product-copilot.ai with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our the Service (Feedback).

You acknowledge and agree that:

- you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback
- Prio 0 GmbH may have development ideas similar to the Feedback
- Feedback does not contain confidential information or proprietary information from you or any third party
- Prio 0 GmbH is not under any obligation of confidentiality with respect to the Feedback.

In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant Prio 0 GmbH and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose.

11 Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by Prio 0 GmbH.

Prio 0 GmbH has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

YOU ACKNOWLEDGE AND AGREE THAT Prio 0 GmbH SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD PARTY WEB SITES OR SERVICES.

WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD PARTY WEB SITES OR SERVICES THAT YOU VISIT.

12 Disclaimer Of Warranty

THESE SERVICES ARE PROVIDED BY Prio 0 GmbH ON AN "AS IS" AND "AS AVAILABLE" BASIS. Prio 0 GmbH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THEIR SERVICES, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK.

NEITHER Prio 0 GmbH NOR ANY PERSON ASSOCIATED WITH Prio 0 GmbH MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER Prio 0 GmbH NOR ANYONE ASSOCIATED WITH Prio 0 GmbH REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

Prio 0 GmbH HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

13 Limitation Of Liability

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL,

OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF Prio 0 GmbH HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF Prio 0 GmbH, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

14 Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms. If you have paid to use the Service you will be reimbursed proportionally for the time period after the service termination until your contract ends.

If you wish to terminate your account, you may simply discontinue using the Service. All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

15 Governing Law

These Terms shall be governed and construed in accordance with the laws of Germany without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding the Service.

16 Changes To the Service

We reserve the right to withdraw or amend our Service, and any service or material we provide via the Service, in our sole discretion without notice.

We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of the Service, or the entire Service, to users, including registered users.

17 Amendments To Terms

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes.

If you do not agree to the new terms, you are no longer authorized to use the Service.

18 Waiver And Severability

No waiver by Prio 0 GmbH of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Prio 0 GmbH to assert a right or provision under Terms shall not constitute a waiver of such right or provision.

If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

19 Acknowledgement

BY USING THIS SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

20 Contact Us

Please send your feedback, comments, requests for technical support by info@product-copilot.ai.