

Terms of Use

Effective date: November 11, 2025

These Terms of Use (the “**Terms**”) are a binding agreement between you and **Opiniated** (“**Opiniated**,” “**we**,” “**us**,” or “**our**”). By accessing or using Opiniated’s website, products, or services (collectively, the “**Service**”), you agree to these Terms. If you do not agree, do not use the Service.

Plain-English summary (not a substitute for the Terms): Opiniated is a free, consumer web service that uses AI to assist with tasks. You must be 18+, keep your account secure, use the Service lawfully, and accept that outputs can be wrong. We provide the Service “as is,” with a tight liability cap. We do not train AI models on your content. We may use analytics. We can change or stop the Service.

1. Who May Use the Service

- **Age.** You must be **18 years or older** to use the Service. We do not knowingly collect personal information from anyone under 18.
- **Territory.** You are responsible for complying with local laws applicable to you. The Service is not available where prohibited.

2. Account & Security

- **Registration.** You may access the Service using **email-based magic links**. You must ensure that access to your email account is secure. Anyone who can access your email can access your Opiniated account.
- **Responsibility.** You are responsible for all activity under your account and for promptly notifying us if you suspect unauthorized access (see **Contact** below).

3. The Service; Beta; Changes

- **Free Service.** The Service is currently provided **free of charge**. Features may change over time.
- **AI Outputs.** The Service may generate automated outputs. Outputs can be **inaccurate, incomplete, or inappropriate**. See **Section 10** (AI & High-Risk Use) and **Section 12** (No Professional Advice).
- **Beta Features.** Parts of the Service may be identified as **alpha/beta/preview** and may be unstable, modified, or discontinued at any time.
- **Modifications.** We may update the Service or these Terms from time to time. For **material changes**, we will provide notice (e.g., via the Service or email) at least **30 days** in advance where feasible. Your continued use after the effective date constitutes acceptance.
- **Discontinuation.** We may suspend or discontinue the Service (in whole or part) at any time, including for maintenance, security, legal, or business reasons.

4. Acceptable Use

You agree **not** to do any of the following: 1. **Illegal, harmful, or abusive activity** (including harassment, discrimination, exploitation, or content that is unlawful); 2. **Reverse engineering, decompiling, or circumventing** any security or access controls; 3. **Automated access** (scraping, crawling, or bulk queries) except as we expressly permit; 4. **Benchmarking or competitive analysis** that discloses performance or features without our prior written consent; 5. **Interfering** with or disrupting the Service or its infrastructure; 6. **Infringing intellectual property** or other rights; 7. **Collecting or processing sensitive personal data** through the Service; 8. **Using outputs** to build, train, or fine-tune **models**, datasets, or services competing with Opiniated; 9. **High-risk uses** prohibited under Section 10.

We may **suspend or terminate** your access for suspected violations.

5. User Inputs; No Hosting of User Content

- **Inputs Only.** The Service is designed for you to **use the tool** (enter prompts/parameters) without hosting your uploaded content. We may process your inputs/transcripts transiently to operate the Service.
- **No AI Training on Your Data.** We **do not use** your inputs or usage data to train third-party or our own foundation AI models. We may use **aggregated and de-identified telemetry** to maintain and improve Service performance and reliability.
- **Storage.** We are not obligated to store, maintain, or provide you copies of your inputs or outputs.

6. Privacy; Cookies

- **Privacy Practices.** Your use of the Service is subject to our **Privacy Notice** (as posted on the Site and updated from time to time). It explains what personal data we process, for what purposes, and your choices. Where applicable, we comply with **Canadian privacy laws (including PIPEDA)** and other laws that apply to us.
- **International Users.** If you are located in the **EU/EEA/UK** or **California**, you may have additional rights under local law. See the Privacy Notice for details. We do not sell personal information.
- **Cookies & Analytics.** We may use cookies and analytics technologies to operate and improve the Service. Where required, we will obtain consent or provide controls.

7. Intellectual Property

- **Our Rights.** The Service (including software, models, UI/UX, text, graphics, and trademarks) is owned by Opiniated and its licensors and is protected by intellectual-property laws. We grant you a **limited, revocable, non-exclusive, non-transferable** license to access and use the Service for personal, lawful purposes.
- **Restrictions.** Except as expressly permitted, you may not copy, modify, distribute, host, sell, lease, sublicense, or create derivative works of the Service, nor remove proprietary notices. All rights not expressly granted are reserved.
- **Feedback.** If you provide suggestions or feedback, you grant us a **perpetual, irrevocable, worldwide, royalty-free** license to use them without restriction or compensation.

8. Third-Party Services & Links

The Service may reference or link to third-party websites, services, or content. We do not control and are **not responsible** for third-party services. Your use is at your own risk and may be subject to third-party terms.

9. Account Suspension & Termination

- **By You.** You can stop using the Service at any time. Account deletion options may be provided within the Service.
- **By Us.** We may suspend or terminate access immediately for violations of these Terms, legal risk, security concerns, or prolonged inactivity after notice.
- **Data After Termination.** We may retain minimal records as required by law and for legitimate business purposes. **Export functionality is not currently available** in the UI; we plan to offer export in the future.

10. AI Outputs; High-Risk & Prohibited Uses

- **No Reliance.** AI outputs may be **incorrect, biased, or unsafe**. You must **review and validate** outputs before relying on them. You are solely responsible for how you use outputs.
- **High-Risk Use Prohibited.** Do **not** use the Service where failure could result in death, personal injury, or severe damage, including medical diagnosis or treatment, legal or financial advice, emergency response, aviation, nuclear, or life-critical systems.

11. Accuracy; Open-Ended Results

We make **no promises** that outputs or results will be accurate, complete, or tailored to your situation. The Service may generate similar outputs for different users.

12. No Professional Advice

The Service and outputs are for **informational purposes only** and do not constitute **professional advice** (legal, medical, financial, or otherwise).

13. Support

The Service is offered **without dedicated support**. We may publish self-help resources. Where applicable law requires, we will provide a way to contact us regarding account or privacy matters (see **Contact** below).

14. Warranties; Disclaimers

THE SERVICE IS PROVIDED **“AS IS” AND “AS AVAILABLE.”** TO THE MAXIMUM EXTENT PERMITTED BY LAW, OPINATED DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING **MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND AVAILABILITY**. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR THAT DEFECTS WILL BE CORRECTED.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OPINIATED AND ITS AFFILIATES, LICENSORS, AND SUPPLIERS WILL NOT BE LIABLE FOR **INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES**, OR FOR **LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES**, ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS.

IN ALL CASES, OPINIATED'S TOTAL LIABILITY FOR ANY CLAIMS RELATING TO THE SERVICE OR THESE TERMS WILL NOT EXCEED **CAD \$50**.

Some jurisdictions do not allow the exclusion or limitation of certain damages; in such cases, the above limitations apply to the **maximum extent permitted**.

16. Indemnification

You agree to **defend, indemnify, and hold harmless** Opiniated and its affiliates, officers, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to your **use of the Service**, your **inputs**, or your violation of these Terms or applicable law.

17. Changes to the Terms

We may change these Terms from time to time. For material changes, we will provide **advance notice** as described in Section 3. The revised Terms will be effective on the stated effective date. If you do not agree, you must stop using the Service.

18. Governing Law; Venue

These Terms are governed by the **laws of Canada** and, to the extent provincial law applies, the laws of the **Province of Ontario**, without regard to conflicts-of-law principles. You and Opiniated submit to the **exclusive jurisdiction and venue of the courts located in Toronto, Ontario, Canada** for all disputes arising out of or relating to these Terms or the Service.

19. Export & Sanctions Compliance

You may not access or use the Service if you are located in, or are a resident or national of, any country or region subject to **embargoes or sanctions**, or if you are a person on applicable government **denied-party lists**. You agree to comply with all applicable export control and sanctions laws.

20. Communications; Electronic Notices

By using the Service, you consent to receive **electronic communications** from us related to your use (e.g., transactional emails, policy updates). We may provide notices by posting to the Service or by email.

21. Assignment

You may not assign or transfer these Terms. We may assign these Terms (in whole or part) without restriction, including to a successor or purchaser of assets.

22. Miscellaneous

- **Entire Agreement.** These Terms constitute the entire agreement between you and us regarding the Service.
- **Severability.** If any part of these Terms is held invalid, the remainder will remain in effect.
- **No Waiver.** Our failure to enforce a provision is not a waiver of our right to do so later.
- **Headings.** Headings are for convenience only and do not affect interpretation.

23. Contact

For questions about these Terms or your account, please use the **contact method provided on the Site**. For privacy requests, see the **Privacy Notice**.

Acceptable Use Policy (AUP)

This AUP is part of the Terms. Prohibited activities include, without limitation: - Unlawful, harmful, or abusive conduct (harassment, threats, discrimination, doxxing); - Uploading or transmitting malware, exploits, or attempting to gain unauthorized access; - Interfering with or degrading the Service or networks; - Violating intellectual-property or privacy rights; - Scraping, bulk exporting, or using outputs to build datasets or train models; - Attempting to bypass rate limits or access controls; - Collecting or submitting **sensitive personal data** (e.g., government IDs, health data) through the Service; - Any **high-risk** uses described in Section 10.

Violations may result in suspension or termination.

By using the Service, you acknowledge that you have read and agree to these Terms.