

## TERMS OF USE — Grant Intelligence Application

### 1. Introduction

These Terms of Use (“Terms”) govern your access to and use of the Grant Intelligence Application (“the Application”), operated by the Company. By accessing or using the Application, you agree to be bound by these Terms.

If you do not agree, you must discontinue use of the Application.

### 2. Purpose of the Application

The Application is an informational and reference tool designed to help users evaluate grant readiness, alignment, and potential opportunities. All outputs—including insights, scores, recommendations, summaries, or analyses—are non-binding, informational, and not a substitute for professional judgment.

The Application does not guarantee funding outcomes, award decisions, or the success of any grant application. The Company does not advise for or against pursuing any specific grant.

### 3. No Professional Advice

The Application does not provide legal, financial, strategic, or professional advice. Users acknowledge that all decisions regarding grant pursuit, preparation, submission, or organizational strategy remain solely their own responsibility.

Users should consult qualified professionals before making decisions based on information provided by the Application.

### 4. User Accounts

Users are responsible for:

- maintaining the confidentiality of their login credentials,
- ensuring that account information is accurate,
- all activity occurring under their account.

The Company is not responsible for unauthorized access resulting from user negligence.

## 5. Acceptable Use

Users agree not to:

- misuse, reverse engineer, or attempt to disrupt the Application,
- upload harmful code or content,
- use the Application for unlawful purposes,
- share access credentials with unauthorized individuals.

The Company may suspend or terminate accounts for violations.

## 6. “As Is” and “As Available”

The Application is provided on an “as is,” “as available,” and “with all faults” basis. To the fullest extent permitted by law, the Company disclaims all warranties, express or implied, including but not limited to:

- accuracy
- completeness
- reliability
- merchantability
- fitness for a particular purpose
- non-infringement
- uninterrupted or error-free operation

The Company does not warrant that the Application will meet user expectations, produce specific outcomes, or remain free from errors, omissions, or interruptions.

## 7. Limitation of Liability

To the maximum extent permitted by law, the Company and its owners, officers, employees, contractors, and affiliates shall not be liable for any:

- direct, indirect, incidental, consequential, special, exemplary, or punitive damages
- loss of revenue, data, opportunities, or business

- decisions made or not made based on the Application's outputs
- grant outcomes, funding decisions, or missed opportunities
- errors, inaccuracies, or omissions in the Application's outputs

If liability cannot be fully disclaimed, the Company's total cumulative liability shall not exceed the amount paid by the user for access to the Application in the twelve (12) months preceding the claim, or \$100, whichever is less.

## 8. Indemnification

Users agree to indemnify, defend, and hold harmless the Company and its owners, officers, employees, contractors, and affiliates from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to:

- the user's access to or use of the Application,
- decisions made or actions taken based on the Application's outputs,
- the user's violation of these Terms,
- the user's violation of any applicable law, regulation, or third-party right,
- misuse, misinterpretation, or unauthorized use of the Application.

This obligation survives termination of the user's access.

## 9. Intellectual Property

All content, features, and functionality of the Application—including software, algorithms, text, graphics, and trademarks—are owned by the Company and protected by applicable laws.

Users receive a limited, non-exclusive, non-transferable license to use the Application for its intended purpose.

## 10. Modifications

The Company may update or modify these Terms at any time. Continued use of the Application constitutes acceptance of the updated Terms.

## 11. Governing Law

These Terms are governed by the laws of the state in which the Company is headquartered, without regard to conflict-of-law principles.