



Terms of Service

Last Updated: Jan 10, 2025

1. Introduction

Welcome to Market-Proven AI ("MPAI," "we," "us," or "our"). These Terms of Service ("Terms") govern your access to and use of marketproven.ai, including any content, functionality, and services offered on or through the website (the "Site").

Please read these Terms carefully before using the Site. By accessing or using the Site, you accept and agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Site.

2. Access and Use

2.1 General Access

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Site for your personal or internal business purposes in accordance with these Terms.

2.2 Access Restrictions

You agree not to:

- Use the Site in any way that violates applicable laws or regulations.
- Attempt to gain unauthorized access to any portion of the Site or its systems.
- Use any device, software, or routine that interferes with the proper functioning of the Site.
- Introduce any viruses, malware, or other harmful material.
- Copy, modify, create derivative works, reverse engineer, or attempt to extract source code from the Site.

3. HUMAN Framework Materials

3.1 Framework Access



The Site provides access to documentation and materials related to the Human-centered Unified Methodology for AI Nurturing (HUMAN) Framework (“Framework Materials”). Your use of these materials is subject to these Terms and any additional guidelines we may provide.

3.2 Framework License

We grant you a limited, non-transferable license to:

- Access and view Framework Materials for evaluation purposes.
- Download and use specific documentation as explicitly permitted.
- Share Framework Materials within your organization solely for evaluation purposes.

3.3 Framework Restrictions

You agree not to:

- Modify or create derivative works of the Framework Materials.
- Distribute, sublicense, or publicly display the Framework Materials without our prior written consent.
- Remove or obscure any copyright, trademark, or proprietary notices.
- Use Framework Materials for commercial purposes without a signed partner agreement.
- Misrepresent the Framework Materials as your own work.

4. Intellectual Property Rights

4.1 Ownership

All content on the Site, including but not limited to text, graphics, logos, images, and the HUMAN Framework, is the property of MPAI and protected by intellectual property laws.

4.2 Trademarks

Market-Proven AI, the HUMAN Framework, and associated logos are trademarks of MPAI. Nothing in these Terms grants you the right to use these trademarks without explicit written permission.



4.3 Feedback

If you submit feedback or suggestions about the Site or Framework Materials, you grant us an irrevocable, perpetual, transferable, royalty-free license to use such feedback for any purpose, without obligation to you.

5. Privacy and Data Protection

5.1 Privacy Policy

Your use of the Site is subject to our Privacy Policy, which is incorporated into these Terms by reference.

5.2 Data Collection and Use

We collect and process information in accordance with our Privacy Policy. By using the Site, you consent to these practices.

6. Third-Party Links and Content

6.1 Third-Party Links

The Site may include links to third-party websites. These links are provided for convenience, and we do not endorse or take responsibility for the content or practices of any third-party sites.

6.2 Third-Party Content

We may display third-party content on the Site. Such content is the responsibility of the third party and not of MPAI.

7. Disclaimers and Limitations

7.1 Warranty Disclaimer

The Site and its contents are provided “as is” without warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

7.2 Limitation of Liability

To the fullest extent permitted by law, MPAI shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of the Site or Framework Materials.



7.3 Framework Implementation

We make no guarantees regarding the outcomes of implementing the HUMAN Framework. Results depend on your specific use and circumstances.

8. Changes and Updates

8.1 Updates to Terms

We may revise these Terms at any time. Any changes will be posted with an updated Effective Date. Continued use of the Site after changes are made constitutes your acceptance of the new Terms.

8.2 Changes to the Site

We reserve the right to modify or discontinue any part of the Site, temporarily or permanently, without notice.

9. General Provisions

9.1 Governing Law

These Terms are governed by the laws of the State of Delaware, without regard to conflict of law principles.

9.2 Dispute Resolution

Disputes arising from these Terms will be resolved through mediation before litigation. In the event of unresolved disputes, legal action will take place in Delaware courts.

9.3 Severability

If any provision of these Terms is found unenforceable, the remaining provisions will remain in full force and effect.

9.4 Entire Agreement

These Terms, along with our Privacy Policy, constitute the entire agreement between you and MPAI regarding use of the Site.

10. Contact Information

For questions regarding these Terms, contact us at:

[Insert Email Address]



[Insert Office Address]

Key Updates and Explanations:

1. **Clarity and Detail:** Sections on licenses, intellectual property, and access restrictions were expanded to improve precision and address potential misuse.
2. **Feedback Clause:** Updated to grant irrevocable license rights to feedback for broader flexibility.
3. **Data Collection:** Reinforced compliance with the Privacy Policy to clarify user consent for data processing.
4. **Dispute Resolution:** Added mediation as a mandatory first step before litigation, ensuring an alternative resolution path.
5. **Changes and Updates:** Explicitly noted that users' continued use of the Site constitutes acceptance of new Terms.
6. **Severability and Entire Agreement:** Emphasized enforceability and integration of related policies to avoid conflicts.

Would you like further adjustments to suit specific needs or add examples for user actions?

10. Contact Information

For questions about these Terms, please contact us at:

Market-Proven AI LLC
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Dover, DE 19901
contact@marketproven.ai

By using the Site, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.