

Terms of Service

Effective Date: September 17, 2025

Last Updated: September 17, 2025

1. Acceptance and Scope of Terms

1.1 Agreement to Terms

By accessing, utilizing, or establishing registration credentials for BetterConversion (the "Service"), you contractually agree to be legally bound by these Terms of Service ("Terms"), our Privacy Policy framework, and any supplementary contractual provisions applicable to specific service functionalities or computational offerings. If you cannot provide complete agreement to any provision of these Terms, you must discontinue all access to and utilization of the Service.

1.2 Parties to Agreement

These Terms constitute a legally binding contractual framework between you (acting individually or as an authorized representative of a juridical entity) and Fullscope Services Inc., an Ontario-incorporated corporation operating BetterConversion ("Company," "we," "our," or "us").

1.3 Capacity and Authority

You represent and warrant that:

- You have attained the age of majority (minimum 18 years) and possess the requisite legal capacity to enter into binding contractual obligations
- If acting as an authorized representative of an organizational entity, you possess the corporate authority to bind that entity to these contractual Terms
- Your utilization of the Service is not prohibited by any applicable legal statutes, regulatory frameworks, or jurisdictional restrictions
- All information provided is accurate, current, and complete to the best of your knowledge and belief

1.4 Service Description

BetterConversion is a cloud-based, AI-powered conversational intelligence platform providing computational services including:

- Real-time video conferencing infrastructure and collaborative workflow tools
- Automated meeting transcription through AI computational processing and analytical insights generation
- Sales performance analytics and predictive intelligence generation
- Team organizational hierarchy management and administrative capabilities
- Client relationship management (CRM) functionality and data processing
- File storage optimization, computational processing, and document management systems
- API access protocols and third-party integration frameworks
- Custom AI agent development and management infrastructure

2. Account Registration and Management

2.1 Account Creation Requirements

To access the Service infrastructure, you must:

- Provide accurate and comprehensive registration data sets
- Maintain current and verifiable account information repositories
- Establish secure cryptographic passwords and protect authentication credentials
- Verify electronic mail addresses and complete requisite identity verification protocols
- Comply with account registration constraints (singular account per user/email identity)

2.2 Account Types and Permissions

Individual Account Infrastructure: For personal utilization with individualized billing protocols and data management systems.

Organization Account Frameworks: For commercial utilization with multi-user architectures, shared billing frameworks, and administrative control hierarchies.

Team Account Sub-Systems: Subsidiary accounts within organizational infrastructures with specific permission matrices and access control protocols.

2.3 Account Security and Responsibility

You bear exclusive responsibility for:

- Maintaining the confidentiality and security of your authentication credentials
- All computational activities and data processing operations that occur under your account infrastructure
- Providing prompt notification of any unauthorized access incidents or security compromise events
- Ensuring all organizational users comply with these contractual Terms and data utilization protocols
- Implementing appropriate internal access controls and security governance measures

2.4 Account Verification and Monitoring

We reserve comprehensive rights to:

- Verify account information integrity and request supplementary documentation
- Monitor account activities for compliance with these Terms and applicable legal frameworks
- Suspend or terminate account access for Terms violations or security risk mitigation
- Require enhanced verification protocols for high-risk computational activities or suspicious behavioral patterns

3. Subscription Plans and Billing Terms

3.1 Subscription Tiers

Free Tier Service Parameters:

- Computational resource allocation limited to 3 meeting processing sessions per monthly cycle

- 3 AI agent configuration slots within the system architecture
- Single team organizational structure permitted
- 1GB data storage allocation within our infrastructure
- 3 user license allocations included within the service tier
- Basic feature accessibility and community-based support infrastructure

Premium Subscription Infrastructure:

- Monthly billing cycle: \$39 USD per user per monthly computational period
- Annual billing cycle: \$29 USD per user per monthly period (25% cost optimization)
- Unlimited meeting processing and transcription computational resources
- Unlimited AI agent development and configuration capabilities
- Unlimited team organizational structure creation within enterprise framework
- 100GB baseline storage allocation per organizational entity
- Priority customer support channel access
- Advanced sales intelligence analytics and predictive insights
- Enhanced security protocols and regulatory compliance features

Storage Enhancement Modules:

- Additional storage capacity: \$2.00 USD per 25GB computational storage unit per monthly period
- Automated billing activation upon storage capacity threshold exceedance
- Prorated billing calculations for partial monthly computational periods

3.2 Billing and Payment Terms

Financial Authorization Protocol: By subscribing to premium service tiers, you provide comprehensive authorization for us to charge your designated payment processing method for all applicable fees, governmental taxes, and associated financial charges.

Automated Billing Protocols: Subscription services automatically renew at the termination of each billing computational period unless cancellation procedures are initiated prior to the renewal date.

Payment Processing Infrastructure: All financial transactions are processed through Stripe, our designated third-party payment processing service provider, subject to their respective terms of service and privacy policy frameworks.

Billing Disputes: You have 60 days from the billing date to dispute any charges. Disputes must be submitted in writing with supporting documentation.

Failed Payments:

- Service may be suspended immediately upon payment failure
- Account will be downgraded to free tier after 7 days of non-payment
- Account deletion may occur after 30 days of non-payment

3.3 Pricing Changes and Notifications

Advance Notice: We will provide at least 30 days' written notice of any price increases for existing subscriptions.

Grandfathering: Existing subscribers may continue at current pricing for one additional billing cycle after price changes take effect.

New Features: Pricing for new features or service tiers will be communicated before implementation.

3.4 Refunds and Cancellations

Monthly Subscriptions:

- Cancel anytime before next billing date
- No partial month refunds (service continues until period end)
- Account downgrades to free tier upon cancellation

Annual Subscriptions:

- 30-day money-back guarantee from initial purchase
- No refunds for cancellations after 30 days
- Prorated refunds may be provided for service failures or legal requirements

Free Tier: No refunds available (no charges incurred).

Enterprise Plans: Custom refund terms as specified in individual agreements.

3.5 Upgrades and Downgrades

Upgrades:

- Take effect immediately upon payment processing
- Prorated charges for remainder of current billing period
- Full features available immediately

Downgrades:

- Take effect at end of current billing period
- Data may be archived or deleted to comply with plan limits
- 30-day grace period to upgrade before data deletion

License Adjustments:

- Add user licenses: Prorated charges for current period
- Remove licenses: Credit applied to next billing period
- Minimum license requirements apply to paid plans

4. Acceptable Use Policy

4.1 Permitted Uses

You may use the Service only for lawful business and professional purposes, including:

- Conducting legitimate business meetings and communications
- Storing and processing business-related content and documents
- Collaborating with team members and authorized third parties

- Integrating with other business applications and services
- Accessing and analyzing your own data and usage metrics

4.2 Data Usage Consent and Prohibited Uses

Comprehensive Data Utilization Consent and Authorization: By accessing and utilizing the Service, you expressly provide informed consent and authorization for our comprehensive use of your data, content, recordings, transcripts, metadata, usage patterns, and all computationally-derived insights for:

- Training, fine-tuning, optimizing, and enhancing our proprietary AI models, machine learning algorithms, neural network architectures, and computational intelligence systems
- Research and development of new features, service capabilities, product offerings, and technological innovations through our internal development pipelines
- Creation of aggregated analytics products, business intelligence offerings, market research reports, and competitive analysis tools for internal and external commercial purposes
- Enhancement of our competitive market positioning, technological differentiation, and strategic business capabilities through data-driven insights and algorithmic improvements
- Any lawful business purposes, commercial applications, strategic initiatives, or technological developments that may improve our Service offerings, expand our commercial portfolio, or advance our corporate objectives

You agree NOT to use the Service for any of the following:

Illegal Activities:

- Any unlawful purpose or activity
- Violating any applicable laws, regulations, or court orders
- Engaging in or facilitating fraud, money laundering, or terrorist financing
- Distributing malware, viruses, or other harmful code

Intellectual Property Violations:

- Infringing copyrights, trademarks, patents, or other intellectual property rights
- Uploading content you do not own or have permission to use
- Reverse engineering, decompiling, or attempting to extract source code
- Circumventing digital rights management or security measures

System Abuse and Security Violations:

- Attempting unauthorized access to the Service or related systems
- Interfering with or disrupting Service availability or performance
- Overloading systems through excessive API calls or automation
- Using the Service to launch attacks on other systems or networks

Content Violations:

- Uploading illegal, harmful, threatening, or defamatory content
- Sharing pornographic, obscene, or sexually explicit material
- Distributing spam, unsolicited communications, or marketing content
- Posting false, misleading, or deceptive information

Platform Misuse:

- Creating multiple accounts to evade restrictions or limitations
- Sharing account credentials with unauthorized users
- Reselling or redistributing the Service without authorization
- Using the Service for competitive analysis or benchmarking without consent

4.3 Monitoring and Enforcement

Monitoring Rights: We reserve the right to monitor use of the Service for compliance, security, and quality assurance purposes.

Content Review: We may review uploaded content for policy violations, security threats, and legal compliance.

Enforcement Actions:

- Warning notices for minor violations
- Temporary suspension for serious violations
- Permanent account termination for repeated or severe violations
- Legal action for illegal activities or significant harm to the Service

4.4 Reporting Violations

Users should report suspected violations to admin@betterconversion.ai with detailed information about the suspected violation.

5. Intellectual Property Rights

5.1 Company Intellectual Property

Service Ownership: The Service, including all software, technology, designs, trademarks, copyrights, and intellectual property, is owned exclusively by Fullscope Services Inc. and its licensors.

Protected Elements:

- Source code, algorithms, and software architecture
- User interface designs and user experience elements
- Trademarks, service marks, and brand assets
- Documentation, help content, and training materials
- AI models, algorithms, and machine learning systems

Limited License to Users: We grant you a limited, non-exclusive, non-transferable, revocable license to use the Service in accordance with these Terms. This license does not include any rights to copy, modify, distribute, or create derivative works.

5.2 User Content and Data

User Content Ownership: You retain ownership of all content, data, files, and information you upload to the Service ("User Content").

Comprehensive Intellectual Property and Data Processing License Grant: By uploading User Content to our computational infrastructure, you hereby grant BetterConversion a worldwide, non-exclusive, royalty-free, limited-term, revocable upon data deletion, sublicensable, and transferable license to:

- Store, process, transmit, and manipulate User Content through our distributed computing systems as necessary for Service provisioning and computational operations
- Generate transcriptions, analytical summaries, conversational insights, and derivative intelligence products from your meeting content through our proprietary natural language processing pipelines
- Utilize your content as training data for the development, enhancement, fine-tuning, and optimization of our proprietary AI models, machine learning algorithms, and computational intelligence systems
- Create derivative works, technological improvements, algorithmic enhancements, and intellectual property developments based upon or incorporating your User Content
- Perform pattern analysis, behavioral modeling, and business intelligence extraction for service enhancement, competitive positioning, and commercial development
- Maintain redundant storage systems, implement data availability protocols, and ensure computational security through our backup and recovery infrastructure
- Process and disclose information as required for legal compliance, regulatory obligations, and lawful governmental requests

Content Responsibility: You represent and warrant that:

- You own all rights to User Content or have obtained necessary permissions
- User Content does not violate any third-party rights or applicable laws
- You have the authority to grant the license described above
- User Content is accurate and not misleading or defamatory

5.3 AI-Generated Content and Data Usage Rights

AI Processing: Content generated by our AI systems (transcriptions, summaries, insights) is provided to you as part of the Service.

Accuracy Disclaimer: AI-generated content is provided "as-is" and may contain errors, inaccuracies, or omissions. You should review and verify AI-generated content for accuracy.

Usage Rights: You may use AI-generated content for your business purposes, subject to these Terms and applicable laws.

Corporate Data Rights and Computational Asset Utilization:

- We may utilize your data, content, and computationally-generated insights as input for our machine learning model enhancement protocols, algorithmic optimization procedures, and service offering advancement initiatives
- Patterns, methodologies, behavioral analytics, and derived intelligence extracted from your usage may be incorporated into our proprietary computational systems, algorithmic frameworks, and technological infrastructure during our retention period or until deletion is requested
- We retain comprehensive rights to utilize aggregated, anonymized, and derivative data products for commercial monetization, strategic business development, and competitive market positioning
- Your data may serve as training corpus, validation datasets, and testing suites for our proprietary models, algorithms, and computational intelligence systems for the duration of our retention period or

until deletion is requested

5.4 Feedback and Suggestions

Voluntary Feedback: Any feedback, suggestions, or ideas you provide about the Service are voluntary.

License to Use: You grant us an ongoing, revocable, worldwide, royalty-free license to use, modify, and implement any feedback or suggestions you provide.

No Compensation: We are not obligated to implement feedback or provide compensation for suggestions.

5.5 Comprehensive Data Rights and Model Training

Comprehensive Data Utilization Rights and Computational Asset Framework: By accessing the Service, you acknowledge and contractually agree that:

- All data uploaded, generated, computed, or created through our Service infrastructure may be utilized by BetterConversion for any lawful business purpose, commercial application, strategic initiative, or technological development without limitation
- We may extract, analyze, transform, and utilize patterns, insights, methodologies, behavioral analytics, and computational intelligence from your data through our proprietary data mining and machine learning systems
- Your data may be incorporated into training datasets, validation corpora, testing suites, and benchmark datasets for machine learning models, AI systems, neural networks, and algorithmic enhancement procedures
- All derivative works, computational improvements, algorithmic enhancements, and technological developments created from or incorporating your data constitute our exclusive intellectual property and proprietary assets
- We may monetize insights, improvements, patterns, and computational derivatives obtained from collective user data through commercial products, licensing agreements, and strategic partnerships

Advanced Model Training and Computational Development Protocols:

- User content may serve as input for training proprietary AI models, enhancing existing algorithmic systems, and developing novel technological capabilities through our research and development infrastructure
- Training datasets, learned representations, and computational insights derived from your usage may be retained within our systems for ongoing model improvement, algorithmic optimization, and technological advancement until deletion is requested
- We may create, modify, enhance, and commercialize AI models, algorithmic systems, and computational products utilizing insights, patterns, and learned representations obtained from your data
- Cross-customer learning protocols, federated optimization procedures, and multi-tenant model improvements are explicitly permitted and encouraged for service enhancement and competitive positioning

Strategic Intelligence and Commercial Development Framework:

- Aggregated usage patterns, behavioral analytics, and business intelligence derivatives may inform our competitive strategy formulation, market positioning, and strategic business development

initiatives

- Market insights, user behavior analytics, and commercial intelligence derived from user interactions may be utilized for business development, competitive analysis, and commercial advantage positioning
- Industry benchmarks, analytical products, market research reports, and competitive intelligence offerings may be developed and commercialized using collective user data and computational derivatives
- Strategic business intelligence, competitive insights, and market analytics gathered through service provision may be utilized for corporate strategic planning, business development, and commercial expansion purposes

5.6 Copyright and DMCA Compliance

Infringement Reporting: If you believe content on the Service infringes your copyright, please contact admin@betterconversion.ai with:

- Your contact information and description of copyrighted work
- Location of allegedly infringing content
- Statement of good faith belief that use is not authorized
- Statement under penalty of perjury regarding accuracy of information
- Your physical or electronic signature

DMCA Process: We will respond to valid DMCA notices in accordance with Canadian and international copyright laws.

6. Data Protection and Privacy

6.1 Privacy Policy Incorporation

Our Privacy Policy is incorporated into these Terms by reference. By using the Service, you consent to the data practices described in our Privacy Policy.

6.2 Data Processing and Security

Data Controller/Processor Roles:

- You are the data controller for any personal information you upload about your contacts, clients, or meeting participants
- We act as a data processor when processing personal information on your behalf
- We are the data controller for account information, usage data, and Service-related information

Security Measures: We implement appropriate technical and organizational measures to protect your data, but cannot guarantee absolute security.

International Transfers: Your data may be processed in countries outside your jurisdiction, including the United States, subject to appropriate safeguards as described in our Privacy Policy.

6.3 User Responsibilities for Data Protection

Consent and Legal Basis: You are responsible for obtaining necessary consents and having appropriate legal basis for any personal information you process through the Service.

Third-Party Data: When uploading information about third parties (meeting participants, clients, contacts), you represent that you have the right to process and share such information.

Compliance: You must comply with applicable data protection laws (GDPR, CCPA, PIPEDA) in your use of the Service.

6.4 Data Retention and Deletion

Retention Periods: We retain data according to our Privacy Policy and your account settings.

User-Initiated Deletion: You may delete specific content or your entire account through the Service interface.

Account Closure: Upon account termination, personal data will be deleted within 90 days, subject to legal retention requirements.

7. Service Availability and Performance

7.1 Service Availability Disclaimer

No Uptime Guarantee: While we strive to maintain high service availability, we do not guarantee uninterrupted or error-free operation of the Service.

Planned Maintenance: We may perform scheduled maintenance with advance notice when possible.

Emergency Maintenance: Unscheduled maintenance may be performed without notice for security or operational reasons.

Third-Party Dependencies: Service availability may be affected by third-party providers (cloud infrastructure, internet service providers, payment processors).

7.2 Service Level Expectations

Target Availability: We aim for 99.5% monthly uptime for the core Service functionality.

Performance Standards: We monitor and optimize Service performance but make no guarantees regarding response times or processing speeds.

Geographic Availability: The Service is available globally but performance may vary by geographic location and local infrastructure.

7.3 Service Modifications and Updates

Right to Modify: We reserve the right to modify, update, or discontinue any aspect of the Service with or without notice.

Feature Changes: We may add, modify, or remove features to improve the Service or comply with legal requirements.

Deprecation Notice: We will provide reasonable notice before discontinuing significant features or functionality.

Beta Features: Some features may be offered in beta or experimental status with additional disclaimers and limitations.

7.4 API Usage and Limitations

API Access: API access is provided for integration purposes subject to usage limits and terms.

Rate Limits:

- Free tier: 100 API calls per hour
- Paid tier: 1,000 API calls per hour
- Enterprise: Custom limits as agreed

API Changes: API endpoints and specifications may change with reasonable notice to developers.

Abuse Prevention: We may restrict or terminate API access for abusive usage patterns.

8. Data Backup and Loss Disclaimers

8.1 Company Backup Practices

Regular Backups: We perform regular backups of Service data for operational and disaster recovery purposes.

Backup Retention: Backups are retained for operational periods and may not be available for individual data recovery requests.

Recovery Limitations: Backups are designed for system recovery, not individual user data recovery.

8.2 User Backup Responsibilities

Primary Responsibility: You are primarily responsible for maintaining backups of critical data and content.

Export Capabilities: The Service provides data export functionality for your backup needs.

Best Practices: We recommend regular exports of critical meetings, transcriptions, and business data.

8.3 Data Loss Disclaimers

No Guarantee Against Loss: We do not guarantee against data loss due to:

- User error or accidental deletion
- Hardware or software failures
- Cyber attacks or security breaches
- Force majeure events or natural disasters
- Third-party service failures

Limited Liability: Our liability for data loss is limited as specified in Section 10 of these Terms.

Recovery Efforts: While we will make reasonable efforts to recover lost data, we cannot guarantee successful recovery.

9. Termination and Account Closure

9.1 Termination by User

Voluntary Cancellation: You may cancel your account at any time through the Service interface or by contacting customer support.

Cancellation Process:

- Cancel subscription to avoid future charges
- Export data before account closure
- Account remains accessible for 30 days after cancellation
- Permanent deletion occurs 90 days after cancellation request

Immediate Termination: You may request immediate account deletion, subject to legal retention requirements.

9.2 Termination by Company

Grounds for Termination: We may suspend or terminate your account immediately for:

- Violation of these Terms of Service
- Non-payment of fees (after notice period)
- Illegal activities or legal violations
- Abuse of the Service or other users
- Security risks or threats to Service integrity
- Extended periods of inactivity (2+ years)

Termination Process:

- Notice provided when possible (immediate termination for serious violations)
- Opportunity to cure violations when appropriate
- Data preservation period as specified in Privacy Policy
- Final deletion after retention period expires

9.3 Effect of Termination

Service Access: Your right to access and use the Service terminates immediately.

Data Access: You may have limited access to export data for a specified period.

Payment Obligations: You remain responsible for all charges incurred before termination.

Surviving Provisions: Sections relating to intellectual property, indemnification, limitation of liability, and dispute resolution survive termination.

9.4 Data Handling Upon Termination

User Data: Personal data and User Content will be handled according to our Privacy Policy.

Business Records: Financial and legal records may be retained as required by law.

Anonymized Data: Aggregated, anonymized data may be retained for analytical purposes.

10. Limitation of Liability and Warranties

10.1 Disclaimer of Warranties

AS-IS BASIS: THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

SPECIFIC DISCLAIMERS: WE SPECIFICALLY DISCLAIM ALL WARRANTIES INCLUDING:

- MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE
- NON-INFRINGEMENT OF THIRD-PARTY RIGHTS
- ACCURACY, COMPLETENESS, OR RELIABILITY OF CONTENT
- UNINTERRUPTED OR ERROR-FREE OPERATION
- SECURITY OR FREEDOM FROM VIRUSES OR OTHER HARMFUL COMPONENTS

AI ACCURACY: AI-GENERATED CONTENT, INCLUDING TRANSCRIPTIONS AND INSIGHTS, IS PROVIDED WITHOUT GUARANTEES OF ACCURACY, COMPLETENESS, OR RELIABILITY.

10.2 Limitation of Liability

MAXIMUM LIABILITY: TO THE FULLEST EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE GREATER OF:

- THE TOTAL AMOUNT PAID BY YOU IN THE 12 MONTHS PRECEDING THE CLAIM
- USD \$100

EXCLUDED DAMAGES: IN NO EVENT SHALL WE BE LIABLE FOR:

- INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES
- LOSS OF PROFITS, REVENUE, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES
- DAMAGES RESULTING FROM YOUR RELIANCE ON AI-GENERATED CONTENT
- BUSINESS INTERRUPTION OR LOSS OF BUSINESS OPPORTUNITY
- DAMAGES CAUSED BY THIRD PARTIES OR EXTERNAL EVENTS

BASIS OF BARGAIN: THESE LIMITATIONS REFLECT THE ALLOCATION OF RISK AND THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

10.3 Essential Purpose and Enforceability

Essential Purpose: The limited remedies provided herein are the exclusive remedies for breach of warranty and their essential purpose is to provide basic functionality of the Service.

Enforceability: If any limitation is found unenforceable, it shall be enforced to the maximum extent permitted by law.

Jurisdictional Variations: Some jurisdictions do not allow exclusion of certain warranties or limitation of liability, so these limitations may not apply to you.

10.4 Time Limitation on Claims

Claim Period: Any claim arising out of these Terms or the Service must be brought within one (1) year after the cause of action accrues.

Discovery Rule: The cause of action accrues when you knew or should have known of the facts giving rise to the claim.

Statute of Limitations: This limitation is in addition to any applicable statute of limitations.

11. Indemnification

11.1 User Indemnification Obligations

You agree to defend, indemnify, and hold harmless Fullscope Services Inc., its affiliates, officers, directors, employees, agents, and contractors from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including reasonable attorney's fees) arising from or relating to:

Your Use of Service:

- Your access to and use of the Service
- Your violation of these Terms of Service
- Your violation of applicable laws or regulations
- Your negligent or intentional misconduct

User Content:

- Any User Content you submit, post, or transmit through the Service
- Infringement of intellectual property rights by your User Content
- Violation of privacy or publicity rights through your User Content
- Defamatory or harmful content you provide

Third-Party Claims:

- Claims by your employees, contractors, or business partners
- Claims arising from your business operations or client relationships
- Claims related to your use of AI-generated content
- Data protection violations related to your data processing activities

11.2 Indemnification Process

Notice: We will promptly notify you of any claim subject to indemnification.

Control of Defense: You shall have the right to control the defense and settlement of any indemnified claim with competent counsel.

Cooperation: We will provide reasonable cooperation in the defense of any indemnified claim.

Settlement Approval: You may not settle any claim that admits liability on our behalf or imposes obligations on us without our prior written consent.

11.3 Limitations on Indemnification

Excluded Claims: Your indemnification obligations do not apply to claims arising solely from:

- Our gross negligence or willful misconduct
- Our violation of applicable laws
- Modifications we make to your User Content without authorization
- Security breaches caused by our failure to implement reasonable security measures

Mitigation: We will use reasonable efforts to mitigate damages and costs subject to indemnification.

12. Dispute Resolution and Governing Law

12.1 Governing Law

Canadian Law: These Terms shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law principles.

Jurisdiction: The courts of Ontario, Canada shall have exclusive jurisdiction over any disputes arising under these Terms.

International Users: Users accessing the Service from outside Canada acknowledge that Canadian law governs their use of the Service.

12.2 Mandatory Pre-Dispute Resolution

Direct Communication: Before initiating any formal dispute resolution, the parties agree to attempt to resolve disputes through direct communication.

Good Faith Negotiation: Both parties will engage in good faith negotiations for at least 30 days before pursuing formal proceedings.

Senior Management: Disputes will be escalated to senior management representatives for resolution attempts.

12.3 Arbitration Agreement

Binding Arbitration: Any dispute that cannot be resolved through negotiation shall be resolved through binding arbitration administered by ADR Chambers (Arbitration and Mediation Services) under its Commercial Arbitration Rules.

Arbitrator Selection: Disputes shall be decided by a single arbitrator agreed upon by both parties, or appointed by ADR Chambers if the parties cannot agree.

Location: Arbitration proceedings shall be conducted in Toronto, Ontario, Canada, or remotely by mutual agreement.

Language: Proceedings shall be conducted in English.

Costs: Each party shall bear its own costs and expenses, with arbitrator fees split equally unless the arbitrator determines otherwise.

12.4 Exceptions to Arbitration

Excluded Matters: The following disputes are not subject to arbitration:

- Claims for injunctive or equitable relief
- Intellectual property disputes
- Small claims court matters (below jurisdictional limits)
- Claims relating to the validity or enforceability of intellectual property rights

Class Action Waiver: Both parties waive the right to participate in class actions or representative proceedings.

Jury Trial Waiver: Both parties waive the right to jury trial for any disputes not subject to arbitration.

12.5 International Dispute Resolution

Cross-Border Disputes: For disputes involving users in different countries, the parties may agree to alternative dispute resolution mechanisms appropriate for international commercial disputes.

Enforcement: Arbitration awards may be enforced in any jurisdiction where the losing party has assets, in accordance with international conventions.

13. Force Majeure

13.1 Force Majeure Events

Neither party shall be liable for any delay or failure to perform any obligation under these Terms if such delay or failure results from circumstances beyond the reasonable control of that party, including but not limited to:

Natural Disasters: Acts of God, earthquakes, floods, hurricanes, or other natural catastrophes.

Human Actions: War, terrorism, civil unrest, labor disputes, or government actions.

Technical Failures: Internet outages, cyber attacks, power failures, or third-party service disruptions.

Regulatory Changes: Changes in laws or regulations that prevent performance of obligations.

Pandemic/Health Emergencies: Public health emergencies, pandemics, or government-imposed restrictions.

13.2 Notice and Mitigation

Prompt Notice: The affected party must promptly notify the other party of the force majeure event and its expected duration.

Mitigation Efforts: Both parties will use reasonable efforts to mitigate the effects of force majeure events.

Resumption: Performance will resume as soon as reasonably practicable after the force majeure event ceases.

13.3 Extended Force Majeure

Suspension Rights: If a force majeure event continues for more than 30 days, either party may suspend performance of affected obligations.

Termination Rights: If a force majeure event continues for more than 90 days, either party may terminate these Terms with written notice.

Payment Obligations: Payment obligations are not excused by force majeure events, except where payment systems are directly affected.

14. Miscellaneous Provisions

14.1 Entire Agreement and Integration

Complete Agreement: These Terms, together with our Privacy Policy and any additional terms for specific features, constitute the entire agreement between you and Fullscope Services Inc. regarding the Service.

Superseding Effect: These Terms supersede all prior negotiations, representations, or agreements relating to the subject matter hereof.

Integration: All terms are integrated into this agreement and no oral or written representations outside these Terms shall be binding.

14.2 Amendment and Modification

Written Modifications: These Terms may only be modified by written agreement signed by both parties, except as provided herein for unilateral modifications by the Company.

Company Modification Rights: We reserve the right to modify these Terms as described in Section 14.3.

No Waiver of Formality: No course of dealing or failure to enforce any provision shall waive the requirement for written modifications.

14.3 Updates to Terms of Service

Modification Rights: We may update these Terms to reflect:

- Changes in Service features or functionality
- Legal and regulatory requirements
- Industry best practices and security standards
- Business operational changes

Notice of Changes:

- **Material Changes:** 30 days advance notice via email and Service notifications
- **Legal Compliance Changes:** Effective immediately when required by law
- **Minor Updates:** Posted updates with notification of changes

Continued Use: Your continued use of the Service after updated Terms take effect constitutes acceptance of the changes.

Objection Rights: If you object to changes, you may terminate your account before the changes take effect.

14.4 Severability and Construction

Severability: If any provision of these Terms is found invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

Reformation: Invalid provisions will be reformed to reflect the parties' original intent to the maximum extent possible.

Construction Rules:

- Headings are for convenience only and do not affect interpretation
- "Including" means "including without limitation"
- Singular terms include the plural and vice versa
- References to laws include amendments and successor legislation

14.5 Assignment and Transfer

Company Assignment Rights: We may assign these Terms or any rights hereunder to any affiliate, subsidiary, or successor entity, or in connection with any merger, acquisition, or sale of assets.

User Assignment Restrictions: You may not assign these Terms or any rights hereunder without our prior written consent, except in connection with the sale of your entire business to a third party.

Binding Effect: These Terms bind and benefit the parties and their permitted successors and assigns.

14.6 Independent Contractors

Relationship: The parties are independent contractors, and these Terms do not create any partnership, joint venture, employment, or agency relationship.

No Authority: Neither party has authority to bind the other or to act on the other's behalf.

Third-Party Beneficiaries: These Terms do not create any third-party beneficiary rights.

14.7 Notices and Communications

Electronic Delivery: All notices may be delivered electronically to the email address associated with your account.

Physical Address: Written notices may be sent to: Fullscope Services Inc.
Toronto, ON, Canada

Effective Date: Notices are effective when sent to the last known email address or three (3) days after mailing to the physical address.

Language: All notices will be provided in English or French (official Canadian languages).

15. Enterprise and Custom Agreements

15.1 Enterprise Terms

Precedence: For customers with signed Enterprise Agreements, the terms of those agreements take precedence over conflicting provisions in these Terms.

Additional Terms: Enterprise customers may have additional terms regarding security, compliance, data residency, and service levels.

Custom Integration: Enterprise agreements may include custom integration terms, API usage limits, and technical specifications.

15.2 Professional Services

Consulting Services: Professional services, implementation assistance, and custom development are governed by separate professional services agreements.

Training and Support: Enhanced training and support services may be subject to additional terms and fees.

Third-Party Integration: Custom integrations with third-party services may require additional agreements and technical specifications.

15.3 Government and Public Sector

Additional Requirements: Government and public sector customers may be subject to additional terms regarding accessibility, security clearances, and regulatory compliance.

Procurement Compliance: Terms may be modified to comply with government procurement requirements and regulations.

Data Sovereignty: Special provisions may apply regarding data storage location and access by foreign entities.

16. International Compliance and Export Controls

16.1 Export Control Compliance

Export Laws: You acknowledge that the Service and related technology may be subject to Canadian, U.S., and other international export control laws and regulations.

User Compliance: You represent that:

- You are not located in a country subject to comprehensive sanctions
- You are not on any government restricted party list
- You will not use the Service in violation of export control laws
- You will not provide access to restricted persons or entities

Technology Transfer: You will not export, re-export, or transfer Service technology without appropriate government approvals.

16.2 Anti-Corruption and Anti-Money Laundering

Compliance Representation: You represent that your use of the Service complies with applicable anti-corruption, anti-bribery, and anti-money laundering laws.

Prohibited Activities: You will not use the Service to facilitate money laundering, terrorist financing, or other illegal financial activities.

Due Diligence: We reserve the right to conduct due diligence on users and terminate accounts that present compliance risks.

16.3 Sanctions and Restricted Parties

Screening: We may screen users against applicable sanctions lists and restricted party databases.

Access Restrictions: We may restrict or terminate access for users in sanctioned countries or on restricted party lists.

Compliance Updates: These restrictions may be updated as sanctions and export control laws change.

17. Contact Information and Legal Notices

17.1 Customer Support

General Support: admin@betterconversion.ai

Technical Support: Available through in-app support system

Billing Inquiries: Include "Billing" in subject line

Response Time: 1-2 business days for standard inquiries

17.2 Legal Notices

Terms of Service Questions: admin@betterconversion.ai

Legal Department: Attention: Legal Affairs

Intellectual Property Notices: Include "IP Notice" in subject line

DMCA Notices: Include "DMCA" in subject line with required information

17.3 Corporate Information

Company Name: Fullscope Services Inc.

Jurisdiction: Incorporated in Ontario, Canada

17.4 Emergency and Security Contacts

Security Incidents: admin@betterconversion.ai

Data Breach Notifications: Include "URGENT - Security Incident" in subject line

Emergency Response: Available 24/7 for critical security matters

18. Acknowledgment and Acceptance

By using BetterConversion, you acknowledge that:

- You have read and understood these Terms of Service in their entirety
- You agree to be legally bound by these Terms and our Privacy Policy
- You have the authority to enter into this agreement
- You will comply with all applicable laws in your use of the Service

- You understand the limitations of liability and warranty disclaimers
- You consent to the dispute resolution procedures outlined herein

Electronic Signatures: Your electronic acceptance constitutes a legally binding signature equivalent to a handwritten signature.

Record Keeping: We maintain records of your acceptance and any subsequent modifications to these Terms.

Company Information:

BetterConversion

Operated by Fullscope Services Inc.

Ontario Corporation

Canada