

PowerShift® Intelligence – Terms of Service

Plain-language version – last updated May 16 2025

1. Read Me First

By visiting **powershiftintelligence.org** or subscribing to any PowerShift Intelligence ("PSI," "we," "our") plan, you agree to these Terms. If they ever stop working for you, cancel your plan and stop using the service—no hard feelings.

2. Our Deal in One Breath

You: pay the subscription fee and use the platform in good faith.

We: keep the lights on, deliver the services in your subscription, protect your privacy, and continuously improve the experience.

Both of us: guard each other's intellectual property, stay transparent, and resolve hiccups like grown-ups.

3. Subscriptions & Payments

All paid plans run through our secure Stripe checkout.

How billing works

- **Billing cycle.** Pick **monthly** or **quarterly** at checkout. Quarterly plans charge the full three-month amount up front at a small discount.
- **Auto-renew.** Your plan renews automatically on the same cadence unless you cancel from your dashboard or by emailing billing@powershiftintelligence.org.
- **Cancellation.** Cancel any time; your access continues until the end of the current paid period. We do not issue prorated refunds.
- **Grace period.** If a renewal payment fails you have 7 days to update your card before we pause access.
- **Taxes.** Required sales or VAT taxes are added at checkout.

Service minimums

- **Personal Onboarding, Single-Agent Onboarding, Multi-Agent Onboarding, and Enterprise / Fractional-Executive** engagements run in 90-day sprints (three monthly

payments or one quarterly payment). After the sprint you may continue or cancel with no penalty.

- **Community add-ons** and **Email/Newsletter services** have no minimum term.

4. Using the Service. Using the Service Using the Service

- **Voice & text input.** Anything you say to our agents is recorded and transcribed so the AI can respond and improve.
 - **Fair play.** No harassment, illegal content, or hacking attempts.
 - **Rate limits.** We may throttle heavy usage to keep things smooth for everyone.
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5. Intellectual Property (IP)

5.1 What's Yours

Content, data, prompts, or brand assets **you** bring in remain **yours**. You grant us a non-exclusive license to use that material **only** to operate and improve the service.

5.2 Platform IP & Agent Personas

Platform & generic assets. The core PSI platform, shared libraries, and stock agent templates remain the exclusive property of PSI.

Client-specific agent personas. Any persona we create or fine-tune *for you* is jointly usable:

- You gain a **perpetual, non-exclusive, royalty-free license** to keep running that persona—even after you cancel your subscription.
- PSI may reuse non-confidential building blocks (e.g., generic prompt scaffolds or code snippets) in other projects, but will not disclose or repurpose your proprietary data or branding.

5.3 AI Output & Conversation Data

AI-generated content, analytics, and transcripts produced by your agent personas are **yours** to use commercially. PSI may retain anonymized copies to keep training the models and improving the service. Things We Create Together

AI-generated output specific to your prompts is **yours** to use commercially. We may keep anonymized copies to keep training the models.

5.4 No Gag Orders

We impose **zero** non-compete, work-for-hire, or blanket IP-assignment clauses. Collaboration ≠ ownership grab.

5.5 Tools, Utilities & Know-How (All Agent Services)

1. **Joint non-exclusive license.** Scripts, dashboards, or other utilities we build **while working with you** may be used by both PSI **and** you, forever, for any lawful purpose. No extra fees, no exclusivity either way.
2. **Open upgrade path.** We may roll those tools into broader platform features later. Your access stays intact (or we'll migrate you at no cost).
3. **No implied ownership transfer.** Creating or improving a utility **does not** make either party the sole owner. Think of it as shared gear in the toolbox.

5.6 Enterprise / Fractional-Executive Role

1. **Independent-service model.** PSI shows up as a service provider—not an employee, subcontractor, or "work-for-hire" contractor under U.S. copyright law.
2. **Governance authority.** If the client uses Holacracy, PSI's delegate may exercise the authorities granted by the Constitution **only** within that framework. Outside that scope, these normal Terms apply.
3. **IP & non-compete clarity.** * No assignment of PSI's background IP or future inventions.
 - * No non-compete or exclusivity obligations bind either party.
 - * Client materials remain the client's; PSI gets only the rights needed to perform the service.

6. Community & Email

6.1 Community Rules

1. **Play nice.** No harassment, hate speech, or spam.
2. **No confidential data.** It's a public (or semi-public) space—share thoughtfully.
3. **Moderation.** We may warn, mute, or boot users who break the rules—rare, but possible.

6.2 Email / Newsletter

- **Double opt-in.** You'll receive a confirmation email before we start sending regular content.

- **Content cadence.** No more than 2 emails per month unless you opted for event reminders.
 - **Analytics.** We track open and click rates to improve topics; data stays in-house.
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7. Privacy & Confidentiality

We treat your data per our [Privacy Policy](#). Both parties agree to keep each other's non-public info confidential unless required by law.

8. Service Changes

We roll out new features (and retire old ones) all the time. If a change materially reduces core functionality, we'll give 30 days' notice and the option to cancel before it takes effect.

9. Disclaimers & Liability Caps

- The platform is provided “as is.” Tech hiccups happen.
 - **No consequential damages.** Neither party owes the other lost profits, data, or goodwill.
 - **Maximum direct liability** for either side is the fees you paid PSI in the past 12 months. (Some jurisdictions don't allow certain disclaimers; in that case, we follow local law.)
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10. Ending the Relationship

- **You can leave anytime** by cancelling in-app or emailing us. Access continues until the end of your current billing period.
 - **We may suspend or terminate** if you violate these Terms or applicable laws. We'll aim to give notice first unless the issue is urgent.
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11. Governing Law & Disputes

These Terms follow the laws of the State of Texas, USA (without its conflict-of-laws rules). We prefer to solve issues informally—email us at support@powershiftintelligence.org. Failing that, disputes go to binding arbitration in Austin, Texas. Each side pays its own legal fees.

12. Updates to These Terms

We can tweak these Terms to reflect new features or legal requirements. Material changes get a 15-day heads-up via email or banner. Using the service after that means you accept the update.

13. Contact

PowerShift Intelligence, LLC

Austin, TX 78701 USA

✉ support@powershiftintelligence.org
