

Terms of Use for My Protection AI

Effective Date: 07/23/2025

Last Updated: 07/23/2025

Welcome to My Protection AI. These Terms of Use (“Terms”) govern your use of our online scam detection service (the “Service”), including our software, website, and mobile applications. By accessing or using the Service, you agree to comply with these Terms. If you do not agree, you must not use the Service.

1. Use of the Service

You may use the Service for personal or business purposes to enhance your security and detect potential scams. By using the Service, you agree to:

- Use the Service only as permitted by these Terms and applicable laws and regulations.
- Provide accurate information during registration or when using the Service.
- Not use the Service to harm, abuse, or exploit others, or to engage in any illegal, fraudulent or malicious activity.

Note that, as of now, our Service is made available only for use within the United States by US citizens. Any other use is not permitted.

You will pay us the then applicable fees for the Services in accordance with the terms therein and herein (the “Fees”). All Fees are non-refundable.

2. Permissions and Access

To provide scam detection functionality, the Service may request access to:

- **Your Email Account:** To analyze email headers and content for potential scams.
- **Your Messages:** To analyze your messages and content for potential scams.
- **Your Contacts:** To identify which messages are coming from Unknown Senders and to cross-reference against known scam sources and notify you about potentially harmful interactions.

By granting these permissions, you acknowledge and agree that such access is necessary for the Service to function effectively. The Service uses automated systems to detect patterns and generate synthesized insights that enhance scam detection and system performance. These insights are based on aggregated data. No personally identifiable information or the contents of emails, messages, or files is stored, logged, or retained beyond what is necessary to perform immediate detection functions.

You may revoke permissions at any time via your device or email account settings, though doing so may limit the Service's functionality.

3. Account and Security

If you create an account to use the Service, you are responsible for:

- Keeping your account credentials confidential.
- All activities that occur under your account.

You agree to notify us immediately if you suspect any unauthorized use of your account or security breaches.

4. Service Limitations

The Service aims to provide accurate and timely scam detection, but it may not detect all scams or fraudulent activities. We do not guarantee that the Service will be error-free, uninterrupted, or capable of identifying all scams. You are responsible for exercising caution and verifying suspicious communications independently.

5. Prohibited Activities

reverse engineering or modifying the software.

- Use the Service for any unlawful, harmful, or deceptive purposes.
- Transmit or upload malicious software, viruses, or other harmful code.

We reserve the right to suspend or terminate your access to the Service if we suspect a violation of these Terms.

6. Intellectual Property

All content, features, and functionality of the Service, including but not limited to software, text, graphics, and logos, are owned by us and are protected by copyright, trademark, and other intellectual property laws. You are granted a limited, non-exclusive, non-transferable license to access and use the Service solely for its intended purpose and for your benefit. You will not, directly or indirectly:

- (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services;
- (ii) modify or create derivative works based on the Services;
- (iii) use the Services for the benefit of a third party;
- (iv) use the Services in violation of applicable law;
- (v) access or use the Services to develop, promote, distribute or support any product or service that is competitive with the Services; or
- (vi) assert, or assist or authorize any third party to assert, any patent infringement claims against us, our affiliates, or our products or services arising from or related to your use of the Services.

7. Disclaimer of Warranties

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON- INFRINGEMENT. WE MAKE NO GUARANTEES REGARDING THE ACCURACY OR COMPLETENESS OF SCAM DETECTION OR THE RELIABILITY OF THE SERVICE.

8. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW:

- WE ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE SERVICE.
- OUR TOTAL LIABILITY FOR ANY CLAIMS RELATED TO THE SERVICE IS LIMITED TO THE AMOUNT YOU PAID (IF ANY) TO USE THE SERVICE.

9. Term and Termination.

Subject to earlier termination as provided below, your right to the Services will be for the designated subscription term, and shall be automatically renewed for additional periods of the same duration. In addition to any other remedies it may have, either party may also terminate the subscription term and right to the Services upon five (5) days notice for any reason. Upon termination of this Agreement for any reason, all rights and obligations of the parties will cease except that Sections 4, 7, 8,11 and the first sentence of 6, will remain in effect.

10. Billing and Payment Terms

All subscription billing for our Services are managed through a third-party payment providers (the “Billing Provider”). By subscribing, you authorize automatic billing in accordance with your selected plan and agree to the Billing Provider’s terms and policies. Unless otherwise agreed in writing, subscriptions are billed in advance on a recurring cycle in accordance with the subscription plan length subscriber selected. Failure to process payment may result in suspension of service. We are not responsible for errors or disputes arising from third-party billing services. Please ensure your payment information remains current.

11. Modifications to the Service and Terms

We reserve the right to modify or discontinue the Service, or any part of it, at any time without notice. We may also update these Terms from time to time. The most current version will always be available on our website. Your continued use of the Service after changes to the Terms constitutes acceptance of the updated Terms.

12. Miscellaneous

These Terms are governed by the laws of Delaware without regard to its conflict of laws principles. Any disputes arising from these Terms or your use of the Service will be resolved exclusively in the courts of Wilmington, Delaware.

Each party will be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, labor disputes and strikes, riots, war and governmental requirements.

The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership or a joint venture between the parties.

These Terms shall be binding on the parties, and all successors to the foregoing. Except as otherwise set forth herein, neither party will assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the other party's prior written consent, except we may assign this Agreement pursuant to a transfer of all or substantially all of our business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void.

All waivers of any terms of these Terms must be in a writing that is signed by the parties hereto and expressly references these Terms. If any provision of these Terms conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.

No waiver of any breach of any provision of these Terms shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

These Terms and the ordering form constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications, including, without limitation, any quotations or proposals or other documents submitted by the parties.

13. Contact Information

If you have any questions about these Terms or the Service, please contact us at: support@myprotection.ai.