

Terms of Service

Last updated: December 18, 2024

Please read these terms and conditions carefully before using Our Service.

These Terms govern your access to and use of the Services Optakit provides. These Terms also govern visitors' access to and use of any websites that may use our Services. By accessing or using any part of our Services, you agree to be bound by all of the Terms and all other operating rules, policies, and procedures that we may publish via the Services from time to time (collectively, the "Agreement"). You also agree that we may automatically change, update, or add on to our Services, and this Agreement will apply to any changes.

Interpretation and Definitions

Interpretation

Some words that have their initial letter capitalized have specific meanings defined under the following conditions. The following definitions apply to both the singular and plural forms of the words.

Definitions

For the purposes of these Terms and Conditions:

- "Affiliate" means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- "Agreement" refers to the user's agreement to be bound by all of the Terms and all other operating rules, policies, and procedures that we may publish via the Services.
- "Company" (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Optakit Inc, 1319 F St NW Ste 301 PMB 191 Washington, DC 20004
- "Content" refers to all data a user creates or hosts on Toolkit (text, photo, video, audio, code, and other materials)
- "Country and State" refers to: District Of Columbia, United States
- "Device" means any device that can access the Service such as a computer, a cell phone, digital tablet, server, or API.
- "Service" refers to all of Optakit's offerings. "Paid Services" refers to all services Optakit offers that require a subscription or a fee. By using a Paid Service, you agree to pay the specified fees.

- “Terms and Conditions” (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- “Third-party Service” means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- “Website” refers to Optakit’s Toolkit.
- “You”, sometimes referred to as the “user”, means any individual or entity using our Services. If you use our Services on behalf of another person or entity, you represent and warrant that you’re authorized to accept the Agreement on that person’s or entity’s behalf, that by using using our Services you're accepting the Agreement on behalf of that person or entity, and that if you, or that person or entity, violates the Agreement, you and that person or entity agree to be responsible to us.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the [Privacy Policy](#) of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use our Services and tells You about Your privacy rights and how the law protects You. Please read our [Privacy Policy](#) carefully before using Our Service.

Your Account

Using our Services requires an account, You agree to provide us with complete and accurate account information and to keep the information current so that we can communicate with you about your account. We may need to send you emails about notable updates (like changes to our Terms of Service or

Privacy Policy), or to let you know about legal inquiries or complaints we receive about the ways you use our Services so you can make informed choices in response. We may limit your access to our Services until we're able to verify your account information, like your email address. When you create a Toolkit account, we consider that to be an inquiry about our products and services, which means that we may also contact you to share more details about what we have to offer (i.e., marketing). Don't worry — we will keep messages to a minimum, and if you aren't interested, you can opt out of the marketing communications, whether it's an email, phone call, or text message. You're solely responsible and liable for all activity under your account. You're also fully responsible for maintaining the security of your account (which includes keeping your Google Workspace and individual passwords secure). We're not liable for any acts or omissions by you, including any damages of any kind incurred as a result of your acts or omissions. If you accidentally send out an email about "Joe Bidet" to Joe Biden's full email list, that's on you. Don't share or misuse your access credentials. And notify us immediately of any unauthorized uses of your account, or of any other breach of security. If we believe your account has been compromised, we may suspend or disable it. In terms of Content ownership, we don't own your content, and you retain all ownership rights of the data you've created on our platform. If you'd like to learn about how we handle the data you provide us, please see our [Privacy Policy](#).

General Payment Terms

Unless otherwise noted, usage of the Service will require Your organization to pay a monthly subscription fee. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are in U.S. Dollars and are non-refundable. The monthly fee will allow usage of the Service for the duration of the subscription period unless your organization fails to comply with these Terms of Service.

Price

Optakit Inc reserves the right to determine pricing for the Service, and will make reasonable efforts to keep pricing details available on our website. Optakit may change the fees for the Service, including additional fees or charges. Optakit, at its sole discretion, may make promotional offers such as betas, trial periods, and discount codes providing discounted usage of the Service to customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.

Trials

When joining a trial period, you will be asked for consent to charge your inputted payment information for our Service at the end of the trial period. We will notify trial participants through their organization's listed email address seven days before payment is charged. In addition, information about when payment will be charged is available within an organization's settings. We will provide the relevant receipts and details about your subscription when you start your trial period. Throughout your trial period, you will be able to cancel your organization's subscription at any time online within your organization's settings.

Authorization

You authorize Optakit Inc to charge all sums you select as described in these Terms or published by Optakit, to the payment method specified in your account. If you pay any fees with a credit card, Optakit may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. Your credit card information will not be stored on our platform, but will be retained by Stripe to complete recurring transactions.

Subscription Service and Cancellation Policy

The Service may include automatically recurring payments for periodic charges ("Subscription Service"). If you activate a Subscription Service, you authorize Optakit Inc to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. Your account will be charged automatically on the Subscription Billing Date all applicable fees for the next subscription period. The subscription will continue unless and until you cancel your subscription or we terminate it. You must cancel your subscription before it renews in order to avoid billing of the next periodic Subscription Fee to your account. We will bill the periodic Subscription Fee to the payment method you provide to us during registration (or to a different payment method if you change your payment information). You may cancel the Subscription Service at any time through your Toolkit account or by contacting us at: connect@optakit.com.

Delinquent Accounts

Optakit may suspend or terminate access to the Service for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any unpaid amount, including collection fees.

Information of Other Services

Our Service may contain the information of third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Responsibility of Visitors and Users

We do not review, and will not review except under request, the content (like text, photo, video, audio, code, and other materials) hosted on or made available through our Services by users or anyone else (“Content”) or on services that link to, or are linked from, our Services. We’re not responsible for any use or effects of Content or third-party websites. So, for example:

- We don’t have any control over third-party websites.
- A link or integration from one of our Services to a third-party does not represent or imply that we endorse any third-party.
- We don’t endorse any Content or represent that Content is accurate, useful, or not harmful. Content could be offensive, indecent, or objectionable; include technical inaccuracies, typographical mistakes, or other errors; or violate or infringe the privacy, publicity rights, intellectual property rights, or other proprietary rights of third parties. We strongly urge our users to be mindful of their content and to use their platform to effect positive change in the world. And we do reserve the right to remove Organizations or Users for any reason.
- You’re fully responsible for the Content stored in Toolkit, and any harm resulting from that Content. It’s your responsibility to ensure that your Content abides by applicable laws and by the Agreement.
- We aren’t responsible for any harm resulting from anyone’s access, use, purchase, or downloading of Content, or for any harm resulting from third-party websites. You’re responsible for taking the necessary precautions to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.
- Any third-party product or service that’s for sale through any of our Services is the seller’s sole responsibility, so you must look solely to the seller for any damages that result from your purchase.

- We are not a party to, and will have no responsibility or liability for, any communications, transactions, interactions, or disputes between you and the provider of any third-party product or service.

Please note that additional third-party terms and conditions may apply to Content you download, copy, purchase, or use.

Toolkit's Fees, Payments, and Renewals

This section is not applicable to anyone using our service as a free service, whether as a trial period or our Beta Program.

Typically, our Services are offered for a fee ("Paid Services"). By using a Paid Service, you agree to pay the specified fees. Depending on the Paid Service, there may be one-time fees, recurring fees, or revenue-based fees. For recurring fees, we'll bill or charge you in the automatically-renewing interval (such as monthly, annually, or biennially) you select, on a pre-pay basis until you cancel, which you can do at any time by contacting connect@optakit.com.

Taxes. To the extent permitted by law, or unless explicitly stated otherwise, all fees do not include applicable federal, provincial, state, local or other governmental sales, value-added, goods and services, harmonized or other taxes, fees, or charges ("Taxes"). You're responsible for paying all applicable Taxes relating to your use of our Services, your payments, or your purchases. If we're obligated to pay or collect Taxes on the fees you've paid or will pay, you're responsible for those Taxes, and we may collect payment.

Payment. If your payment fails, Paid Services are otherwise not paid for or paid for on time (for example, if you contact your bank or credit card company to decline or reverse the charge of fees for Paid Services), or we suspect a payment is fraudulent, we may immediately cancel or revoke your access to Paid Services without notice to you.

Automatic Renewal. To ensure uninterrupted service, recurring Paid Services are automatically renewed. Unless you cancel a Paid Service before the end of the applicable subscription period, it will automatically renew, and you authorize us to use any payment mechanism we have on record for you, such as credit cards or PayPal, or invoice you (in which case payment is due within 15 days) to collect the then-applicable subscription fee as well as any Taxes. By default, your Paid Services will be renewed for the same interval as your original subscription period, so for example, if you purchase a one-year subscription, you'll be charged each year for access for another 12-month period. We may charge your account up to one month before the end of the subscription period to make sure billing issues don't

inadvertently disrupt your access to our Services. The date for the automatic renewal is based on the date of the original purchase and cannot be changed. If you've purchased access to multiple subscriptions, you may have multiple renewal dates. You (as a Manager) can view your renewal date(s) and manage subscriptions within The Organization's section of Toolkit. For more information about Toolkit subscriptions, please see your Organization Settings page. To review renewal dates and manage subscriptions for third-party services, please consult with the relevant third-party. You'll need to check your email (including in spam or other filters) for any reminder emails we might send you before your Paid Services renew.

Canceling Toolkit Renewal. You can manage and cancel your Organization's subscription (as a Manager) in The Organization Settings section of Toolkit. To cancel a Toolkit subscription, go to the relevant organization's Organization Settings page, and then follow the instructions to cancel the subscription through Toolkit's payment processing partner. Upon cancellation, a subscription will no longer auto-renew, although the Organization's access to paid features will continue until the end of the term already paid for. No prorated refunds will be provided even if the Organization does not use Toolkit's services for the remainder of its paid access. If you have multiple organizations to cancel, repeat this process for each subscription.

Fees and Changes. We may change our fees at any time in accordance with these Terms and requirements under applicable law. This means that we may change our fees going forward, start charging fees for Services that were previously free, or remove or update features or functionality that were previously included in the fees. If you don't agree with the changes, you must cancel your Paid Service.

Refunds. We may have a refund policy for some of our Paid Services, and we'll also provide refunds if required by law. In all other cases, there are no refunds and all payments are final.

General Representation and Warranty

Our mission is to make it easier to do better, and our Services are designed to help you achieve your organization's goals. We encourage you to express yourself and your organization freely, subject to a few requirements. In particular, You represent and warrant that Your use of our Services:

- Will be in strict accordance with the Agreement;
- Will comply with all applicable laws and regulations (including, without limitation, all applicable laws regarding online conduct and acceptable content, privacy, data protection, the transmission of technical data exported from the United States, the use or provision of financial services, notification and consumer protection, unfair competition, and false advertising);

- Will not be for any unlawful purposes, to send or publish illegal content, or in furtherance of illegal activities;
- Will not infringe or misappropriate the intellectual property rights of Optakit Inc or any third-party;
- Will not overburden or interfere with our systems or impose an unreasonable or disproportionately large load on our infrastructure, as determined by us in our sole discretion;
- Will not disclose the personal information of others;
- Will not interfere with, disrupt, or attack any service or network;
- Will not be used to create, distribute, or enable material that is, facilitates, or operates in conjunction with, malware, spyware, adware, or other malicious programs or code;
- Will not involve reverse engineering, decompiling, disassembling, deciphering, or otherwise attempting to derive the source code for the Services or any related technology that is not open source; and
- Will not involve renting, leasing, loaning, selling, or reselling the Services or related data without our consent.
- Will be in strict accordance with our Content Guidelines, as listed in the below subsection.

Content Guidelines

Optakit Inc is a mission-driven Benefit Corporation trying to make a distinct positive difference in the United States. To achieve our mission, we may occasionally revoke access to Organizations and Users using our platform to spread harmful content. We do our best to detail and warn users about the behaviors that could lead to the termination of their account and organization. In particular, You represent and warrant Your content will not be used for any of the following:

- Spreading disinformation. Using our platform to aid in the spreading of false information will not be tolerated.
- Misleading the consumers of your content. If your content states or heavily implies your organization is taking an action, your organization should be making a good faith effort to deliver on that action.
- Sending unsolicited messages. Content created or analyzed on our platform should go to audiences who have opted-in to receiving your organization's messages. Sending mass unsolicited content is harmful for both your organization and other digital organizations using similar platforms.
- Vulgar or offensive content. Content created or analyzed on our platform should not negatively impact the consumers of the content. Hate speech, sexual references, and disturbing images are a few examples of what would qualify as vulgar or offensive content.

Termination

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. This can include both Your account-level access and organization-level access.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

Indemnification

You agree to indemnify and hold harmless Optakit Inc and its third-parties against any and all losses, liabilities, demands, damages, costs, claims, and expenses, including attorneys' fees, arising out of or related to your use of our Services, including but not limited to your violation of the Agreement or any agreement with a provider of third-party services used in connection with the Services conducted through Toolkit.

Intellectual Property

The Agreement does not transfer any Optakit Inc or third-party intellectual property to You, and all right, title, and interest in and to such property remains (as between Optakit Inc and You) solely with Optakit Inc. All trademarks, service marks, graphics, and logos used in connection with our websites or Services are trademarks or registered trademarks of Optakit Inc. Other trademarks, service marks, graphics, and logos used in connection with our Services may be the trademarks of other third parties. Using our

Services doesn't grant You any right or license to reproduce or otherwise use any Optakit Inc or third-party trademarks.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Applicable Law

This Agreement shall be governed by the laws of the District of Columbia and the parties hereby submit to the jurisdiction of the courts of the District of Columbia. Thereby, any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby may be brought in any federal or state court located in the District of Columbia, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company. Afterwards, the proper venue for any disputes arising out of or relating to the Agreement and any access to or use of our Services that are not otherwise subject to arbitration (as indicated below) will be the state and federal courts located in Washington, District of Columbia.

Arbitration Agreement

Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under the Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Washington, District of Columbia, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce the Agreement shall be entitled to costs and attorneys' fees.

United States Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, (ii) You are not listed on any United States government list of prohibited or restricted parties. (iii) We may disclose information about you in response to a subpoena, court order, or other governmental request.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Miscellaneous

The Agreement (together with any other terms we provide that apply to any specific Service) constitutes the entire agreement between Optakit Inc. and you concerning our Services. If any part of the Agreement is unlawful, void, or unenforceable, that part is severable from the Agreement, and does not affect the validity or enforceability of the rest of the Agreement. A waiver by either party of any term or condition of the Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. Optakit may assign its rights under the Agreement without condition. You may only assign your rights under the Agreement with our prior written consent.

Feedback

We love hearing from you and are always looking to improve our Services. When you share comments, ideas, or feedback with us, you agree that we're free to use them without any restriction or compensation to you. Please submit feedback to connect@optakit.com.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By email: support@optakit.com

Change Log

The first version of this Terms of Service was created on January 5, 2022.

- Updated To Include Payment Terms
- Updated To Specify ToS Applies Just To Toolkit, Not All Optakit Products