aecprojex.com Terms of Service

Effective Date: January 1, 2025
Last Updated: October 16, 2025

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1. Acceptance of Terms

By accessing or using **aecprojex.com** ("Company"), you agree to these Terms of Service ("Terms"). If you do not agree, do not use the Platform.

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2. Definitions

- **Company**: aecprojex.com Incorporated o/a aecprojex.com ("Company") provides a B2B AI/SaaS platform for project collaboration and related services (the "Platform") at aecprojex.com.

- **Platform**: Refers to Platform and Services provided by aecprojex.com.

- **Customer**: The entity or individual subscribing to the Platform.

- **Services**: SaaS and AI tools provided via aecprojex.com.

- **Content**: Data, text, files, or other materials submitted by Customer.

- **AI Features**: Functionality powered by Azure OpenAI.

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3. Eligibility

The Platform is intended for business use only. By using the Services, you represent you have authority to bind your organization.

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4. Account Registration

You must provide accurate information and maintain confidentiality of credentials. You are responsible for all activity under your account.

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5. License & Restrictions

We grant you a non-exclusive, non-transferable license to use the Services during your subscription term.

Prohibited Uses:

- Reverse engineering or attempting to extract source code.

- Using Services for unlawful, harmful, or discriminatory purposes.

- Submitting content that infringes third-party rights.

- Circumventing security or usage limits.

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6. AI Use Disclosure

- AI features are powered by Microsoft Azure OpenAI Service hosted in Canada regions.

- Prompts and outputs are not used to train foundation models.

- Data may be retained for up to 30 days for abuse monitoring by Microsoft.

- Customer is responsible for ensuring inputs do not contain sensitive or regulated data unless permitted under applicable law.

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7. Customer Responsibilities

- Obtain all necessary consents for data you submit.

- Comply with applicable laws (including PIPEDA, CASL, and any future Law 25/CPRA obligations if applicable).

- Do not use the Services to send unsolicited commercial messages without consent.

- Regional Compliance:

  - For Québec (Law 25), Company will:

    - Provide rights of access, correction, and deletion of personal information.

    - Disclose any use of automated decision-making or profiling that could affect individuals.

    - Conduct and document a Privacy Impact Assessment (PIA) before transferring personal information outside Québec or allowing remote access from outside Québec.

    - Implement contractual and technical safeguards for cross-border transfers.

  - For California (CPRA, Company will:

    - Provide rights of access, correction, and deletion of personal information.

    - Allow individuals to opt out of the sale or sharing of personal information (Company does not sell or share personal information).

    - Limit the use and disclosure of sensitive personal information as required by law.

- ▪ Honor Global Privacy Control (GPC) signals for opt-out requests.

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8. Data Protection

- We process personal information in accordance with our Privacy Policy.

- Customer remains the controller of its data; we act as a service provider.

- Sub-processors: Microsoft Corporation (Azure services).

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9. Intellectual Property

All rights in the Platform remain with the Company. Customer retains rights in its own content.

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10. Fees & Payment

Fees are as stated in your order form. Late payments may result in suspension.

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11. Service Availability

We aim for high availability but do not guarantee uninterrupted service. Planned maintenance will be communicated.

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12. Disclaimer & Limitation of Liability

Except for breaches of confidentiality, infringement of intellectual property rights, and unpaid fees, each Party's aggregate liability under this Agreement shall not exceed the greater of (a) the fees paid or payable by Customer in the twelve (12) months preceding the claim or (b) CAD $10,000. Neither Party shall be liable for any indirect, incidental, special, consequential, or punitive damages.

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13. Indemnity

Customer agrees to indemnify us against claims arising from:

- Customer content.

- Customer's breach of these Terms.

- Customer's misuse of AI features and AI generated content.

The Company agrees to indemnify, defend, and hold harmless the Customer from and against any claims, damages, or expenses arising from any allegation that the Services infringe any third-party intellectual property rights, subject to the limitations set forth in these Terms.

14. Termination

Either party may terminate for material breach or insolvency.

During the subscription term, Customer controls retention of Customer Data within the Platform. Upon termination, Company provides a 30-day export window, after which active copies are deleted. Backups are purged in the ordinary course of the Company's backup regimen, typically within 90 days. Account records may be retained for up to 12 months for compliance purposes. Azure OpenAI abuse-monitoring logs are retained for up to 30 days.

15. Governing Law

These Terms are governed by the laws of Ontario, Canada, without regard to conflict of laws.

16. Changes

We may update these Terms. Continued use after changes constitutes acceptance.

17. Contact

Questions? Email: **info@aecprojex.com**.

18. Beta Features

The Platform may offer **Beta Features** for evaluation purposes. Beta Features are provided "AS IS," may contain defects, and may change or be discontinued at any time without notice. We disclaim all liability for Beta Features.

19. AI Risk Disclaimer

Certain features of the Platform use artificial intelligence (AI) models to generate content. These outputs are generated based on probabilistic algorithms and may not always be accurate, complete, or appropriate for your intended use. Customer is solely responsible for reviewing and validating all AI-generated outputs before relying on them for any purpose. Company disclaims any liability for decisions made based on such outputs.