

## **Email Wrkr Terms of Service**

This agreement was last updated on August 7th, 2023.

Please Read Carefully Before Using This Service: The following terms of service (“Terms of Service”, “Agreement”) govern your use of the Email Wrkr Service (the “Service”), which is owned and operated by Email Wrkr, Inc. (“Email Wrkr”). By using the Service, you are irrevocably agreeing to the following Terms of Service.

Email Wrkr reserves the right to modify the Terms of Service at any time in its sole discretion, and without any prior notice to you. Any continued use by you of the Service after the posting of such modified Terms of Service shall be deemed to indicate your irrevocable agreement to such modified Terms of Service. Accordingly, if at any time you do not agree to be subject to any modified Terms of Service, you may no longer use the Service.

Email Wrkr is a service provider of Delaware.

### **Description of Service**

Email Wrkr - your ChatGPT powered personal assistant for email, that learns your personal writing style and drafts responses for you. Email Wrkr does the heavy lifting you, making staying on top of your inbox effortless.

### **Use of Service and Intellectual Property**

In order to access and use the features of the Service, you are required to open an account (“User Account”) by signing up with Email Wrkr. When you sign up for a User Account, you agree to provide true, accurate, current and complete information (“Account Information”), and you agree to update the Account Information in order to ensure that it is current. Upon signing up for a User Account, and subject to all of the terms and conditions of these Terms of Service, Email Wrkr hereby grants to you a personal, limited, nonexclusive, non-transferable right and license to use the Service, solely for your own internal business purposes, until such time as either you or Email Wrkr elect to terminate such right in accordance with the Terms of Service, and as long as you meet any applicable payment obligations.

The Service is protected by copyright, trade secret, and other intellectual property laws. All logos, domain names, website content and other intellectual property that entail our products and services are the exclusive property of Email Wrkr. You will not copy, imitate, modify, alter, amend or use any of the intellectual property without our prior written consent. You will not attempt to reverse-engineer the product for any reason.

### **Eligibility**

As a condition of being permitted to open a User Account, you represent and warrant that you are at least 18-years of age or older.

### **Passwords and Account Access**

Upon registration with Email Wrkr, you will provide Email Wrkr with a password to access your account. You are solely responsible for maintaining the confidentiality of your password. You agree to immediately notify Email Wrkr of any suspected or actual unauthorized use of your User Account. You agree to waive all claims against Email Wrkr, and you agree Email Wrkr will not be liable under any circumstances for any cost, damages, loss, or expenses that may arise in the event the security of your account has been compromised, especially due to the failure by you to maintain the security of your password. In the event there is a breach of security through your account, you must immediately change your password.

## **Privacy and Security**

Your privacy and the security of your account is important to us. We use encryption on any areas of the site that contain sensitive information such as account credentials, order information, and other sensitive data. All payments are PCI compliant, and stored with the highest level of security, under the management of Stripe, Inc.

## **Fees and Payments**

You agree to pay all fees associated with using the Service. All fees are in US Dollars. By providing a credit card, debit card, or other payment method accepted by Email Wrkr for your subscription to the Service, you are expressly agreeing that we are authorized to charge you a fee, matching your plan. You may purchase additional products or services from Email Wrkr, and Email Wrkr will charge the card on file. Before Email Wrkr charges a card on file, you will be informed at the point of order.

You set preferences for how Email Wrkr will work for you at the start of service. Email Wrkr service will not start until these preferences are approved by you and saved. One of these preference settings controls the number of generated replies to emails you receive. The lowest setting will never draft replies to emails you receive, and the highest setting will always generate replies. Any setting in between the lowest and highest will use the Email Wrkr AI to determine whether or not to generate a draft reply. By approving this setting, you are responsible for the number of replies that are drafted on your behalf.

Email Wrkr bills using a tiered pricing system, with a linear cost per email, that starts at \$9.99 per month, and replies to up to 200 emails per month. By signing up to any pricing tier, you accept that we will automatically upgrade your account to a higher pricing tier, if your account generates more email replies than is available on your current tier. This is to avoid disrupting service, and you can always cancel your account in the provided billing dashboard.

Pricing Tiers:

1. \$9.99 - 200 replies
2. \$24.99 - 500 replies
3. \$49.99 - 1000 replies
4. \$99.99 - 2000 replies
5. Over 2000 replies, billed at \$0.045/reply

You must provide a valid credit card or debit card number acceptable to Email Wrkr, or by another payment option Email Wrkr provides to you in writing. If your payment and registration is not accurate, current or complete, and if you do not notify us promptly of any changes to such information, we may suspend or terminate your account and refuse any use of the Service. Payment will occur automatically on or about the day shown on the website. If your payment fails or is disputed, we may collect payment via other means including but not limited to collection agencies.

## **Cancellation & Termination**

You may cancel your Email Wrkr subscription at any time by contacting [support@emailwrkr.com](mailto:support@emailwrkr.com), or by clicking the “cancel” button in the provided billing dashboard, accessible at <https://app.emailwrkr.com>. Email Wrkr reserves the right to cancel inactive accounts at our sole discretion and without notice.

Without limiting other remedies, we may limit, suspend, or terminate our Service and your account at our sole discretion, without notice, and for any reason in the event we think you are abusing our services, you fail to follow the terms and conditions of this Agreement, you are creating problems or potential legal liabilities, you are infringing on the intellectual property rights of us, any of our affiliates, any third parties, or you are acting inconsistent with our policies or the spirit of our policies.

In the event Email Wrkr limits, suspends, or terminates your account, all monies paid to Email Wrkr are nonrefundable.

### **Excessive Usage**

Email Wrkr reserves the right to limit the number of resources used by your account if it deems, at its sole discretion, that an account is using excessive resources.

### **Monitoring Site Content and Service Use**

Email Wrkr reserves the right, but not under obligation, to monitor use of the Service, and to investigate and take appropriate legal action against any party that uses the Service in violation of these Terms of Service or applicable law. Email Wrkr reserves the right to accept, reject, or modify User generated content, but assumes no liability based on its acceptance, rejection, modification or failure to modify any User content.

### **Support**

In the case of technical problems, please check the support provided by the Service or you may contact us at [support@emailwrkr.com](mailto:support@emailwrkr.com).

### **Indemnification**

By accepting this Agreement, you irrevocably agree to indemnify, defend, and hold Email Wrkr and its affiliates, directors, officers, employees and agents harmless from all claims, judgments, costs, expenses, liabilities and attorney fees arising out of or related to (a) any third party claim resulting from a breach by you of any of your covenants, representations, or warranties contained in these Terms of Service and/or (b) your use of the Service.

### **Disclaimer of Warranty**

Email Wrkr IS IN NO WAY LIABLE FOR LOSS OF CUSTOMER DATA. IN ADDITION, Email Wrkr DOES NOT GUARANTEE THE LENGTH OF THE SERVICE OR THAT THE SERVICE WILL ALWAYS BE ONLINE AND OPERATIONAL, AND Email Wrkr DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. Email Wrkr PROVIDES THE SERVICE "AS-IS", "WITH ALL FAULTS", AND "AS AVAILABLE" AND WITHOUT WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. Email Wrkr EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO SATISFACTORY PERFORMANCE, QUALITY, ACCURACY AND EFFORT SHALL BE ENTIRELY WITH YOU.

### **Limitation of Liability**

IN NO EVENT AND UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, WILL Email Wrkr BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING LOST PROFITS, LOSS OF MATERIALS, LOSS OF CONTENT, LOSS OF GOODWILL, COSTS OF PROCURING SUBSTITUTE GOODS AND SERVICES, AND PROPERTY DAMAGE, THAT RESULT FROM: (A) THE USE OF, OR THE INABILITY TO USE, THE SERVICE; (B) THE CONDUCT OR ACTIONS, OF ANY USER OF THE Email Wrkr WEBSITE OR ANY OTHER PERSON OR ENTITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (C) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE.

IN THE EVENT Email Wrkr IS FOUND LIABLE, THE TOTAL LIABILITY OF Email Wrkr TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT

(INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE SHALL UNDER NO CIRCUMSTANCES NOT EXCEED THE AMOUNT PAID BY YOU, TO Email Wrkr, IN THE PAST THREE (3) MONTHS.

### **Disclaimer & Terms of Use**

By accessing and using the Services you are agreeing that you will use the Service in accordance with the Terms of Service (including but not limited to any terms of use, policies, plans, guidelines, and conditions) of an email provider, such as Google, Microsoft, or Yahoo!, including their partners, suppliers, and customers (collectively the "Provider"). You agree to accept full responsibility and liability for Provider compliance. You agree that you have full responsibility and liability: (i) of any content you submit to the Provider; (ii) of using, engaging, contacting, and soliciting Provider; (iii) for any infringement of any violation of Provider ownership rights, terms of use, terms of service, conditions, privacy policies, or any other similar terms or conditions that Provider may have. You agree to abide by any terms required by the Provider, and that you will not submit, offer links from, share, post or transmit through the Service any material or communications that violates or infringes the rights of others, or that is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, obscene, pornographic, violent, indecent, invasive of another's privacy, contains viruses, Trojan horses, time bombs or any computer code, files or programs that destroy, or limit the functionality of any computer software, hardware, or otherwise permit the unauthorized use of a computer or network. You understand agree that the Service is provided on a personal, limited, non-exclusive bases for lawful use only, and that you will not reverse engineer, decompile, modify, adapt, reproduce, or help anyone else do any of the things prohibited herein. You agree to accept full responsibility and liability and indemnify Email Wrkr for any breach as stated herein.

### **Entire Agreement**

Both parties agree that this Agreement is the complete, exclusive and entire agreement and understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. The section headings and titles in these Terms and this Agreement are for convenience only and have no legal or contractual effect.

### **Choice of Law and Forum**

The enforcement of this agreement shall be interpreted under the laws of Texas. Email Wrkr and you agree to submit to the exclusive jurisdiction of the courts located in Austin, Texas.

### **Force Majure**

Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that party uses all commercially reasonable efforts to avoid or remove such causes of non-performance.

### **Severability**

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

### **Contact Information**

For any questions regarding this Agreement, or any requests for further information, please contact: support@emailwrkr.com