

ELEV8COACH

Terms of Service

Effective Date: 05/01/2026

These Terms of Service (“Terms”) govern your access to and use of the ELEV8COACH mobile application (“App”), provided by ELEV8WORX LLC (“we,” “our,” or “us”). By downloading, installing, or using the App, you agree to be bound by these Terms. If you do not agree, please do not use the App.

1. Acceptance of Terms

By creating an account or using any feature of ELEV8COACH, you confirm that you are at least 13 years of age, have read and understood these Terms, and have the legal authority to enter into this agreement. If you are using the App on behalf of an organization, you represent that you have the authority to bind that organization to these Terms.

2. Use of the App

You agree to use ELEV8COACH only for lawful purposes and in accordance with these Terms. You agree that you will not:

- Use the App in any way that violates applicable local, state, national, or international law or regulation
- Attempt to gain unauthorized access to any part of the App, its servers, or any systems connected to it
- Reverse engineer, decompile, or disassemble any portion of the App
- Use automated tools (bots, scrapers, etc.) to access or interact with the App
- Transmit any harmful, offensive, or disruptive content through the App
- Impersonate any person or entity or misrepresent your affiliation with any person or entity

Prohibitions:

You also agree that you will not submit, upload, or enter into any scenario or input field the personally identifiable information, health data, financial data, or any other sensitive information belonging to third parties without their explicit consent. Scenario responses you submit may be used to personalize your coaching experience and, where you have provided consent, to improve ELEV8COACH's AI systems. See our Privacy Policy for full details.

3. User Accounts

To access ELEV8COACH, you must create an account. You are responsible for:

- Maintaining the confidentiality of your login credentials
- All activity that occurs under your account, whether or not authorized by you
- Notifying us immediately at info@elev8worx.com if you suspect unauthorized use of your account

We reserve the right to suspend or terminate accounts that violate these Terms or that we reasonably believe pose a risk to other users or the integrity of the App.

4. Intellectual Property

All content within ELEV8COACH — including but not limited to leadership scenarios, exercises, text, graphics, software, and branding — is owned by or licensed to ELEV8WORX LLC and is protected by applicable intellectual property laws. You are granted a limited, non-exclusive, non-transferable license

to access and use the App for personal, non-commercial purposes. You may not reproduce, distribute, modify, create derivative works from, or commercially exploit any content without our prior written permission.

5. Purpose of the App and AI-Supported Features

ELEV8COACH is a leadership development tool designed for educational and professional growth purposes only. The App uses AI-assisted features to help users reflect on scenarios, identify decision patterns, and explore leadership styles.

Important limitations:

- AI-generated content is for learning and self-reflection only. It does not constitute legal, medical, financial, psychological, or employment advice.
- You should not rely on AI-generated coaching as a basis for employment decisions, performance evaluations, or HR-related actions.
- AI responses may not be accurate or appropriate for every situation. Always exercise independent professional judgment.

6. Disclaimer of Warranties

ELEV8COACH is provided on an “as is” and “as available” basis without warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that the App will be uninterrupted, error-free, or free from harmful components.

7. Limitation of Liability

To the fullest extent permitted by applicable law, ELEV8WORX LLC and its officers, directors, employees, and agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or goodwill, arising out of or in connection with your use of or inability to use the App, even if we have been advised of the possibility of such damages. Our total liability to you for any claim arising under these Terms shall not exceed the amount you paid to use the App in the twelve months preceding the claim.

8. Termination

We reserve the right to suspend or terminate your access to ELEV8COACH at any time, with or without notice, if we believe you have violated these Terms or if continued access poses a risk to other users or the App. You may also delete your account at any time as described in Section 7 of our Privacy Policy. Upon termination, all licenses granted to you under these Terms will immediately cease.

9. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of Virginia, USA, without regard to its conflict of law principles. Any disputes arising out of or relating to these Terms or your use of the App shall first be subject to good-faith negotiation between the parties. If unresolved, disputes shall be submitted to binding arbitration in Virginia, USA in accordance with **[Insert Arbitration Rules, e.g., the rules of the American Arbitration Association]**. Nothing in this section prevents either party from seeking injunctive or other equitable relief in a court of competent jurisdiction.

10. Changes to These Terms

We may revise these Terms at any time. When we make material changes, we will provide notice through the App or via email and update the effective date at the top of this document. Your continued use of ELEV8COACH following any changes constitutes your acceptance of the revised Terms. If you do not agree to the updated Terms, you should discontinue use of the App.

11. Contact Us

If you have questions about these Terms, please contact us at:

ELEV8COACH Legal Team

Email: info@elev8worx.com