

# Terms of Service for Project Palette

**Last Updated:** [11/9/2024]

## 1. Introduction

Welcome to Project Palette, a cutting-edge software platform operated by Market Kings LLC, a Delaware Limited Liability Company (referred to as “Company,” “we,” “us,” or “our”). Project Palette offers an online service (the “Service”) that leverages advanced artificial intelligence (AI) technology to deliver users a unique, personalized seasonal color analysis based on user-uploaded photos. By combining user content with customized AI processing, we generate tailored reports to assist users in identifying color palettes aligned with their unique characteristics and preferences.

These Terms of Service (“ToS”) govern your access to and use of our website, [projectpalette.ai] (the “Site”), and all associated applications, content, and services provided by Market Kings LLC (collectively referred to as the “Services”). By accessing or using the Services, creating an account, or by clicking “I Agree” (or similar), you acknowledge that you have read, understood, and agree to be bound by these ToS, which form a legally binding agreement between you and Market Kings LLC. If you do not agree with any of these terms, please discontinue your use of the Services immediately.

In addition to these Terms of Service, this agreement incorporates our Privacy Policy and any other documents, guidelines, or policies linked to within these ToS, collectively referred to as the “Legal Terms.” Market Kings LLC reserves the right to update or modify these ToS periodically. We will notify you of material changes by updating the “Last Updated” date displayed at the beginning of this document. Your continued use of the Services after such changes signifies your acceptance of the revised ToS.

## Definitions:

For clarity, this document defines the following terms:

- **Service:** Refers to the Project Palette platform, including all AI-powered color analysis features, reports, and content provided on or through the Site.
- **User:** Refers to any individual who accesses, registers for, or otherwise engages with the Services.
- **Content:** Includes any visual, text, code, analysis reports, or other information provided through or stored within the Service.
- **AI System:** Refers to the artificial intelligence and machine learning technology we use to analyze user-uploaded photos and generate personalized color analysis reports.

- **Photo:** Refers to any image or set of images uploaded by the user to facilitate the analysis process.
- **Reports:** Refers to user-facing documents created from analyses, which include personalized color recommendations and findings generated by our AI System.
- **Platform:** Refers to the entire Project Palette interface, including the Site, applications, and all components used to deliver the Services to users.
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By using Project Palette's Services, you agree to comply with and be bound by these Terms of Service and confirm that you have the legal capacity to enter into this agreement.

## 2. Acceptance of Terms

### User Agreement

By accessing or using the Project Palette Services, creating an account, purchasing an analysis, or by selecting "I Agree" (or a similar option), you ("User") acknowledge that you have read, understood, and agree to comply with these Terms of Service ("ToS"). These ToS form a binding legal agreement between you and Market Kings LLC, which operates as Project Palette. Additionally, you agree to abide by any policies incorporated within these ToS by reference, including our Privacy Policy. If you do not agree to all the terms contained herein, you are expressly prohibited from using the Services, and you must discontinue any use immediately.

### Updates to the ToS

Market Kings LLC reserves the right to modify, update, or amend these ToS at any time at our sole discretion. Any such modifications will be reflected by updating the "Last Updated" date at the top of this document. Where changes significantly affect your rights or obligations, we may provide additional notice, such as by posting updates on the Project Palette website or sending a notice to your registered email.

By continuing to access or use Project Palette following an update to these ToS, you acknowledge and agree to the revised terms. We encourage all users to periodically review these ToS to stay informed of any changes. Should you have questions or require clarification regarding updates to these terms, please reach out to our support team for assistance.

### Age Requirement

To use the Project Palette Services, you must be at least 18 years old or the age of majority in your jurisdiction if it is higher. By creating an account or making a purchase, you represent and warrant that you meet the applicable age requirement and have the legal authority to agree to and comply with these ToS. If you are under the age of 18, you may not use Project Palette's Services without the explicit consent of a parent or legal guardian, which must be verified during account registration. Project Palette reserves the right to restrict access to any user who does not meet these eligibility requirements.

### 3. User Accounts

#### Registration

To access certain features of the Project Palette Service, such as personalized seasonal color analysis, you are required to create an account on our platform. Registration involves submitting accurate, current, and complete information as prompted during account setup, including but not limited to your name, email address, and any other necessary information. By registering for an account, you agree to:

- **Provide and maintain accurate information:** You are responsible for keeping your account information accurate and up-to-date. Inaccurate or outdated information may result in suspension or termination of your account and limited access to the Service.
- **Assume responsibility for account activity:** You are responsible for all activity that occurs under your account. We recommend using a secure password unique to your Project Palette account and enabling additional security measures where available.

Failure to maintain accurate, current, and complete information may result in suspension or termination of your account.

#### Account Security

You are responsible for ensuring the confidentiality of your account credentials, including your password. Project Palette strongly encourages you to use a secure password and consider enabling two-factor authentication (2FA) if available to further secure your account. You are liable for any actions taken through your account, including any unauthorized activities if you fail to protect your credentials.

Should you suspect any unauthorized access or encounter a security breach involving your account, you agree to:

- **Notify Project Palette immediately:** Contact us promptly at [support@projectpalette.ai] to report any suspected unauthorized access or security breach.

Project Palette will not be held liable for any losses or damages arising from your failure to protect your account credentials or any unauthorized use of your account.

#### Unauthorized Use

Unauthorized access to or use of another user's account or any attempt to bypass or interfere with Project Palette's authentication or security protocols is strictly prohibited. You agree not to:

- Share your account login information with any third party;
- Permit any unauthorized individual to use or access your account;
- Attempt to gain access to other users' accounts or Project Palette's backend systems through unauthorized means.

If you suspect unauthorized use of your account or believe your account security has been compromised, you are responsible for immediately notifying Project Palette.

Project Palette reserves the right to take appropriate action in response to any unauthorized account use or suspected breach, which may include, but is not limited to, suspending or terminating access to the Service. Such actions may also involve notifying relevant authorities, as required by law or policy.

### **Account Termination**

You may terminate your Project Palette account at any time. Termination can be initiated by following the instructions provided in your account settings or by contacting our support team at [support@projectpalette.ai]. Please note the following in the case of termination:

- **Loss of access:** Upon termination, you will lose access to your account and any associated services or data.
- **Data retrieval and retention:** We advise downloading or saving any reports or analysis data you wish to retain prior to terminating your account, as Project Palette may not retain or recover user data following account termination.
- **Finality of termination:** Once your account is terminated, it may not be recoverable, and any data associated with your account may be permanently deleted in line with our data retention policy.

## **4. Payment Terms**

### **Pricing**

Project Palette provides seasonal color analysis services available for purchase on a per-analysis basis, with additional pricing options for tiered packages as detailed on our website. The cost per analysis and for each package, along with any special promotions or discounts, is transparently displayed on our website at the time of purchase.

- **Pricing changes:** Project Palette reserves the right to adjust its pricing structure at any time, including the addition, removal, or modification of any individual or package pricing. Any changes in pricing will apply only to purchases made after the updated prices are posted; existing users will not be retroactively charged.

### **Billing and Payment**

All payments for Project Palette's services are processed securely via Stripe, our third-party payment processor. By purchasing our services, you agree to:

- **Provide accurate billing information:** You must submit valid payment details, including a current, accepted method of payment. Project Palette currently accepts payments in USD, and applicable taxes may be added to your purchase based on your location.

- **Payment timing:** Payment is due at the time of purchase. Project Palette's analysis services are only accessible once the payment is successfully processed and confirmed by Stripe.

Your use of Stripe is subject to its own terms of service and privacy policies, and we encourage users to review these terms. Project Palette disclaims liability for any issues arising from Stripe's processing or security protocols.

## **Refund Policy**

All sales of Project Palette's services are final. Due to the personalized nature of the AI-powered analysis we provide, refunds will generally not be issued once an analysis has been purchased and processed. However, Project Palette may, at its discretion, offer a partial or full refund in the case of verified technical failures directly caused by our system. Users may contact our support team at [support@projectpalette.ai] to request consideration for a refund under the following guidelines:

- **Technical failures:** If the issue can be attributed to a failure within Project Palette's system, we will review your case and determine if a refund is warranted.
- **Case-by-case review:** Refunds are processed solely at the discretion of Project Palette and will be assessed individually. If a refund is issued, it will be credited back to the original payment method used during purchase.

## **Price Changes**

Project Palette reserves the right to adjust the cost of its services at any time. Such modifications will apply only to new purchases made after the updated pricing has been posted on our website; existing purchases or analyses will not be affected.

In the event of a price increase for any subscription plan or bundled service offering, users will be notified through email or account notifications prior to renewal, giving them an option to adjust or discontinue their subscription as applicable.

## **5. Data Collection and Use (Photos and Analysis Data)**

### **Photo and Data Use**

When you use Project Palette's services, you may upload personal photos to enable an accurate seasonal color analysis. These photos, along with any generated analysis data, are processed solely to create personalized analysis results tailored to each user. Project Palette is committed to using your data exclusively to deliver the requested analysis and for no other purposes without your explicit consent.

### **Data Storage and Security**

Project Palette takes privacy and data security seriously. All photos and analysis data collected through the platform are securely stored and managed within Supabase, our data storage and authentication provider, in accordance with industry-standard security practices. This data is protected by strict access controls and encryption protocols to prevent unauthorized access, use, or disclosure.

- **Analysis Data and JSON Files:** Once a user's analysis is completed, the results are formatted as a JSON file, which is stored in a secure blob column within our Supabase database. This JSON data may contain references to images and analysis findings essential for generating a user-specific report.
- **Image Storage:** Uploaded photos are used as inputs in our analysis process and are stored as part of the analysis process. Only authorized personnel have access to this stored data, and access is strictly limited to tasks required to fulfill our analysis services.

## Data Retention

User photos, analysis data, and related information are retained only for as long as necessary to provide and support the analysis service. After your analysis is complete, your data remains accessible to allow you to retrieve or download your report.

- **Data Deletion Requests:** Users have the right to request deletion of their photos and associated data following the completion of an analysis. Upon receiving a deletion request at [support@projectpalette.ai], Project Palette will process the request within a reasonable timeframe, subject to any legal obligations that may require us to retain certain information.

## Security and Privacy Measures

Project Palette prioritizes the security of your personal data and adheres to best practices to ensure that your information remains private and secure:

- **Encryption:** All photos, JSON files, and related data stored on our servers are encrypted to prevent unauthorized access.
- **Access Control:** We employ rigorous access controls and limit data access to personnel who need it to perform essential functions, such as processing your analysis and generating your report.
- **Privacy Policy:** For more detailed information on our data security practices, including additional safeguards around the collection, processing, and storage of personal information, please review our [Privacy Policy](#).

Project Palette reserves the right to make improvements to our data management and storage methods, ensuring data security, reliability, and compliance with evolving industry standards and regulatory requirements. We will notify users of any material changes to our data practices that may impact your use of the service.

## 6. Intellectual Property

### Ownership

All intellectual property rights related to Project Palette, including but not limited to software, algorithms, content, trademarks, and analysis reports, are owned by Market Kings LLC. This includes proprietary code, crafted prompts, and configurations used in the AI analysis system. These elements are protected by copyright, trademark, and other applicable intellectual property laws. Market Kings LLC retains exclusive ownership rights to all services, products, and content associated with Project Palette, unless explicitly granted otherwise in writing.

### License for User-Uploaded Content

By uploading photos or other content (collectively, “User Content”) for analysis on Project Palette, you, the user, grant Market Kings LLC a limited, non-exclusive, royalty-free, worldwide license to use, store, and process this User Content solely for the purpose of providing the analysis service. This license allows Project Palette to perform necessary operations to process the analysis, generate and deliver personalized reports, and store this information securely as required for service provision.

- **User Ownership of Uploaded Content:** You retain full ownership rights to any photos or data you upload for analysis. Project Palette's rights to User Content are strictly limited to the service functions described in this agreement, and Project Palette will not use or share User Content outside these parameters without explicit user consent.

### Use of Analysis Results

The seasonal color analysis report and any associated data generated by Project Palette's proprietary AI system are intended solely for personal, informational use by the user. Market Kings LLC retains intellectual property rights over the analysis methodologies, crafted AI prompts, and configuration tools utilized to generate these results.

- **Restrictions on Distribution:** Users may view, download, or print the analysis report for personal use only. The report and its contents may not be sold, distributed, reproduced, modified, or publicly displayed without prior written consent from Market Kings LLC.

### Restrictions on Use of Project Palette Content

Users are strictly prohibited from copying, reproducing, modifying, creating derivative works, distributing, displaying, or otherwise exploiting any proprietary elements of the Project Palette service. This restriction applies to all platform content, including but not limited to:

- Text, images, layout, and design elements of the Project Palette website and application
- Analysis data, AI-generated reports, JSON output, and related files
- The software, algorithms, and database configurations used to process, generate, and display analysis results

Any unauthorized use of Project Palette's intellectual property or any attempts to reverse-engineer, decompile, or otherwise manipulate the proprietary technology used in the analysis process may result in immediate suspension or termination of your account and legal action to enforce these rights.

## Feedback and Suggestions

By submitting feedback, suggestions, or other input regarding Project Palette, users grant Market Kings LLC a perpetual, irrevocable, non-exclusive, royalty-free license to use, modify, and incorporate these contributions into Project Palette services or products. Users agree that such submissions do not entitle them to any compensation, acknowledgment, or ownership rights in connection with any resulting improvements or developments.

## 7. Termination

### User-Initiated Termination

Users may terminate their Project Palette accounts at any time by following the account deletion instructions in their account settings or by contacting our support team at [support@projectpalette.ai]. Upon termination, users will no longer have access to their accounts, services, or any associated data. **It is the user's responsibility to download any desired reports or analysis data prior to terminating the account, as Project Palette cannot guarantee data recovery after account termination.**

If a user terminates their account, any stored data, including uploaded photos and generated analysis files, will be subject to deletion in line with Project Palette's data retention and deletion policy. However, limited information may be retained as required by applicable law or for operational purposes, such as maintaining accurate business records.

### Company-Initiated Termination

Market Kings LLC reserves the right to suspend or terminate user accounts at its sole discretion under circumstances including, but not limited to:

- **Breach of Terms:** Violation of any part of these Terms of Service or other related policies;
- **Unauthorized Use or Fraud:** Any unauthorized access, use of another user's account, suspected fraudulent activity, or behavior deemed harmful to Project Palette or its users;
- **Non-Payment:** Failure to pay for services after a reasonable notice period and opportunity to address the issue.

In such cases, Project Palette may, but is not required to, notify the user of the account suspension or termination. Account suspension or termination decisions are at the full discretion of Project Palette, and access may be revoked immediately upon detection of any unauthorized or prohibited use.

## Data Handling Following Termination

Upon termination of a user account, Market Kings LLC will proceed with deleting the user's photos, analysis data, and associated files in accordance with Project Palette's data retention and deletion policy. Generally, once an account is terminated, data is no longer recoverable, and Project Palette is not responsible for retaining or retrieving any user-specific data beyond the termination date.

- **Retention for Legal or Operational Purposes:** In limited cases, Project Palette may retain certain information to fulfill legal, operational, or compliance obligations, even after account termination. This may include transactional records, communication logs, or account history, which are retained solely for legitimate business needs and as required by applicable law.

Users may request additional information regarding data handling procedures upon account termination by reaching out to our support team. For more information on data handling and privacy practices, please consult our [Privacy Policy](#).

## Refund Eligibility upon Termination

If a user terminates their account voluntarily or if Project Palette suspends or terminates the account due to a breach of these Terms, the eligibility for any refund will follow the policies outlined in Section 4, "Payment Terms." As a general policy, **all sales are final, and refunds will not be provided upon termination unless otherwise specified in our Refund Policy**. Users are encouraged to review this policy thoroughly to understand refund eligibility prior to terminating their account.

For any questions or support requests regarding account termination, data handling, or refund eligibility, please contact Project Palette at [support@projectpalette.ai].

## 8. Disclaimer of Warranties

### General Service Condition

Project Palette's services, including but not limited to the seasonal color analysis tools, generated reports, data processing capabilities, and related content, are provided on an "as-is" and "as available" basis. Market Kings LLC makes no representations or warranties, express or implied, regarding the suitability, accuracy, reliability, or availability of its services, and disclaims any responsibility for ensuring uninterrupted, error-free, or defect-free operation. Users acknowledge and accept that use of Project Palette's services is entirely at their own risk.

### No Guarantee of Analysis Accuracy

The color analysis results provided by Project Palette are generated based on a combination of user-uploaded photos and advanced artificial intelligence (AI) algorithms that analyze these images through numerous, proprietary prompts. While Project Palette is committed to providing

high-quality analysis results, we do not guarantee the completeness, accuracy, or applicability of any specific analysis results or recommendations. Users understand and agree that any color analysis outcomes are informational only and should not be construed as guaranteed or professionally verified.

### **Limitations on AI-Generated Results**

The AI-driven analysis utilized in Project Palette is influenced by various external factors outside the control of Market Kings LLC, including, but not limited to, photo quality, lighting conditions, individual facial characteristics, and other image attributes. These factors may affect the precision of the analysis outcomes. Consequently, Market Kings LLC disclaims any warranties or guarantees regarding the precision, reliability, or appropriateness of analysis results for any particular personal or professional use case.

### **Exclusion of Implied Warranties**

To the fullest extent permitted by law, Market Kings LLC expressly disclaims any implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. No advice, information, or communication—whether oral or written, obtained by you from Market Kings LLC, Project Palette, or any affiliated service—shall create any warranty not expressly stated within these Terms.

### **Disclaimer on Results for Decision-Making Purposes**

Users are advised that the results and recommendations generated by Project Palette's services are for informational purposes only. Project Palette's AI system is not designed or intended to replace professional, aesthetic, or diagnostic services, nor is it a substitute for professional opinion or analysis. Users are encouraged to exercise personal discretion and seek professional advice when interpreting or applying any recommendations or results from the Project Palette analysis to personal decisions.

### **Non-Liability for Service Interruptions and Modifications**

While Project Palette aims to provide continuous access to its services, Market Kings LLC does not warrant that service will be uninterrupted, timely, secure, or free from error. Periodic maintenance, updates, upgrades, or external factors beyond Project Palette's control may result in service interruptions. Users acknowledge that Market Kings LLC is not liable for any losses or inconveniences resulting from service unavailability, interruptions, delays, or modifications.

### **Acknowledgment of Risk and User Responsibility**

By using Project Palette's color analysis services, users acknowledge and accept all inherent limitations and risks associated with AI-generated results. Users agree to exercise independent judgment in evaluating any information provided by the AI system and to take full responsibility for any decisions based on the analysis. Market Kings LLC disclaims liability for any perceived inaccuracies, misinterpretations, or decisions made by users based on AI-generated outputs.

## **Jurisdictional Limitations**

Certain jurisdictions do not allow limitations on implied warranties or exclusions of liability for incidental or consequential damages. If these laws apply, some or all of the above disclaimers may not apply to you, and you may have additional rights. This disclaimer does not exclude or limit any warranties, rights, or remedies that cannot be legally excluded or limited under applicable law.

## **9. Limitation of Liability**

### **Types of Damages**

To the fullest extent permitted by law, Market Kings LLC (operating as Project Palette) and its affiliates, directors, officers, employees, agents, partners, licensors, and suppliers shall not be liable to you or any third party for any indirect, consequential, exemplary, incidental, special, or punitive damages, regardless of the form of action, arising from or relating to your use of, or inability to use, the Project Palette Services. This limitation includes, but is not limited to, damages for lost profits, lost revenue, lost data, loss of goodwill, work stoppage, accuracy of results, and computer or device failure or malfunction, even if we have been advised of the possibility of such damages.

### **Direct Damages and Monetary Cap**

To the maximum extent permitted by law, in no event shall the cumulative liability of Market Kings LLC and its affiliates, employees, agents, and licensors, arising from or related to these Terms or your use of the Services, exceed the greater of the amount paid by you for the Services within the twelve (12) months immediately preceding the event giving rise to the liability or one hundred U.S. dollars (USD \$100). This cap applies regardless of the form or basis of any claim, whether in contract, tort, strict liability, or otherwise, and includes any claims arising from or related to performance, quality, accuracy, or timeliness of the Services or Project Palette's materials.

### **User Assumption of Risk and Acknowledgment of Limitations**

You understand and agree that your use of Project Palette's Services is at your own risk, and that the Services, including color analysis reports, recommendations, and other outputs, are informational in nature and may vary in accuracy based on factors such as image quality, lighting conditions, and individual characteristics. Users assume all responsibility for decisions made based on their analysis report results. Project Palette disclaims liability for any misinterpretations, unintended conclusions, or actions taken by users based on AI-generated content, and such liability falls solely on the user.

### **Exclusions of Warranty and Limited Scope of Liability**

Market Kings LLC does not guarantee uninterrupted access to the Services or that the Services will be error-free, secure, or free from viruses or other harmful components. By using Project

Palette, you acknowledge that any reliance on the Services, including analysis results and personalized reports, is solely at your discretion, and that Project Palette shall not be liable for any harm resulting from your reliance on or use of any information obtained through the Services.

### **Limitations Based on Jurisdiction**

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or certain other types of liability. Accordingly, some of the above limitations may not apply to you if restricted by applicable law. The limitations set forth herein shall not apply in cases of gross negligence, intentional misconduct, or any other instances where liability cannot be limited or excluded under applicable law.

### **Release of Liability in Case of Data Loss or Access Issues**

Project Palette employs industry-standard practices to safeguard user data; however, users understand and agree that Project Palette assumes no liability for any unintentional data loss, deletion, or unauthorized access due to factors beyond our reasonable control, including, but not limited to, third-party hosting services, cyberattacks, or disruptions in network infrastructure. Users are encouraged to save or retain personal copies of analysis results and understand that Project Palette is not liable for loss of access to data post-termination or service expiration.

### **Basis of the Bargain**

The limitations on liability and damages set forth in these Terms are fundamental elements of the basis of the agreement between you and Market Kings LLC. You agree that Project Palette would not be able to provide the Services on an economically feasible basis without these limitations.

## **10. Dispute Resolution**

### **Informal Negotiations**

To facilitate a prompt and cost-effective resolution of any dispute, claim, or controversy arising out of or relating to these Terms of Service, the Project Palette Services, or your relationship with Market Kings LLC (collectively, a "Dispute"), you and Market Kings LLC (operating as Project Palette) agree to first attempt to resolve any Dispute informally. You agree to notify us of any Dispute by providing a written description, including relevant facts and supporting documentation, to [support@projectpalette.ai]. We will work with you in good faith to resolve the Dispute within thirty (30) days after receiving your Dispute notification. During this period, you agree to engage in good faith discussions to resolve the Dispute before initiating formal legal proceedings.

### **Binding Arbitration**

If a Dispute is not resolved within thirty (30) days through informal negotiations, either party may initiate binding arbitration to resolve the Dispute. By agreeing to these Terms, you and Market Kings LLC expressly waive the right to a trial by jury or to participate in a class action or representative proceeding. Instead, all Disputes shall be resolved exclusively through final and binding arbitration, except as otherwise provided herein.

The arbitration shall be conducted in accordance with the Commercial Arbitration Rules and, where applicable, the Supplementary Procedures for Consumer-Related Disputes of the American Arbitration Association (AAA). The arbitration shall take place in [Wilmington, Delaware] unless both parties agree to conduct it via video conference or teleconference, or in another mutually agreed location. The arbitration proceedings shall be confidential, and the arbitrator's award shall include a written statement detailing the basis of the decision. Any judgment on the award may be entered in any court with jurisdiction.

### **Costs of Arbitration**

Each party shall be responsible for its own fees and costs associated with the arbitration, including attorneys' fees, except as otherwise provided in the AAA rules. However, if the arbitrator determines that a claim or defense is frivolous or brought in bad faith, the arbitrator may award reasonable attorneys' fees and expenses to the prevailing party, to the extent permitted by applicable law.

### **Class Action Waiver**

By agreeing to these Terms, you acknowledge and agree that you may only resolve Disputes with Market Kings LLC on an individual basis. This means that you may not bring a claim as a plaintiff or class member in any purported class or representative proceeding. The arbitrator shall not consolidate the claims of multiple individuals or preside over any type of representative or class proceeding. If a court or arbitrator determines that this class action waiver is unenforceable, then the entirety of this Dispute Resolution provision shall be null and void, and any remaining Dispute shall proceed in a court of competent jurisdiction as set forth below.

### **Exceptions to Arbitration**

Notwithstanding the above, either party retains the right to seek injunctive or equitable relief in any court of competent jurisdiction to protect its confidential information, intellectual property, or proprietary rights. Additionally, either party may bring an individual action in small claims court for Disputes that fall within the scope of that court's jurisdiction. Any Dispute not subject to arbitration shall be decided exclusively by a court of competent jurisdiction in the state or federal courts located in [Wilmington, Delaware].

### **Governing Law and Jurisdiction**

This Agreement and any Dispute arising out of or related to this Agreement or the Project Palette Services shall be governed by, and construed in accordance with, the laws of the State of [Delaware], without regard to its conflict of law principles. For any Dispute that is not subject

to arbitration, you and Market Kings LLC consent to the exclusive personal jurisdiction of the state and federal courts located in [Wilmington, Delaware], and you waive any objection based on inconvenient forum.

### **Severability**

If any provision of this Dispute Resolution section is found to be unenforceable, the unenforceable provision shall be severed, and the remaining Dispute Resolution terms shall be enforced to the fullest extent permissible under applicable law.

### **Acknowledgment of Arbitration Agreement**

By agreeing to these Terms, you acknowledge that you have read and understood this Dispute Resolution provision, including the class action waiver, and agree to be bound by its terms. You understand that, by agreeing to arbitration, you are waiving certain rights, including the right to bring a lawsuit in court and the right to a trial by jury.

## **11. Governing Law and Jurisdiction**

### **Governing Law**

These Terms of Service and any dispute, controversy, or claim arising out of or relating to them, including their formation, interpretation, execution, and enforcement, or your use of the Project Palette services (collectively, "Disputes"), shall be governed by and construed in accordance with the laws of the State of [Delaware], United States, without regard to its conflicts of law principles. This governing law applies regardless of your country of residence or from where you access or use the Services.

### **Jurisdiction and Venue**

For any Disputes that are not subject to arbitration as outlined in Section 10 or that qualify for exceptions to arbitration, you and Market Kings LLC agree to submit to the exclusive jurisdiction of the state and federal courts located in [Wilmington, Delaware], United States. By agreeing to these Terms, you waive any objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Waiver of Jury Trial**

To the fullest extent permitted by law, you and Market Kings LLC expressly waive any right to a jury trial in any judicial proceeding related to any Dispute, whether sound in contract, tort, statute, or otherwise, in which either party seeks to enforce rights or remedies under these Terms. By agreeing to this waiver, you acknowledge that this waiver is an important consideration for Market Kings LLC in providing access to the Project Palette services, and you make this waiver knowingly and voluntarily.

### **International Users**

If you access or use Project Palette from outside the United States, you agree that any Disputes will still be governed by the laws of the State of [Delaware], United States, without regard to its conflict of law principles. You are responsible for compliance with local laws, regulations, and statutes, if and to the extent local laws are applicable to your use of the services.

### **Severability of Jurisdictional Terms**

In the event that any part of this Section 11 is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability of the remaining provisions of this section, which shall remain in full force and effect. Any unenforceable portion shall be modified by the court to the minimum extent necessary to be valid and enforceable.

## **12. Privacy Policy**

### **Data Protection Commitment**

At Project Palette, operated by Market Kings LLC, we prioritize the privacy and security of your personal information. Our Privacy Policy outlines how we collect, use, and safeguard the data you share with us. By using Project Palette's services, you agree to our data practices described herein and in our [Privacy Policy](#).

### **Data Collection and Usage**

To provide a seamless, high-quality seasonal color analysis, Project Palette collects only the information necessary to deliver our services. This includes:

- **Account Information:** Basic personal details provided during account creation, such as name and email address.
- **Payment Information:** Billing details required to process transactions, which are securely handled through Stripe, our third-party payment processor.
- **Photo and Analysis Data:** Photos you upload to receive a personalized color analysis, along with any analysis data generated based on your photos and our AI algorithms.

Your photos and related data are processed by our AI system exclusively to generate a customized color analysis report and are stored securely in Supabase, our data storage provider. All collected data is retained in a structured format to facilitate analysis and report delivery to users.

### **Data Storage and Security**

Project Palette stores all collected data securely within Supabase, utilizing industry-standard security protocols, including encryption and access controls, to protect against unauthorized access, modification, or loss. User photos, JSON files, and generated analysis data are stored in dedicated, secure locations in Supabase's database, ensuring the integrity and confidentiality of all user data.

For enhanced privacy and security, uploaded photos and analysis results are stored separately in a secure database structure. Access to this data is restricted to authorized personnel and used solely for analysis, retrieval, and report generation purposes.

## **Data Transfers and International Processing**

Data collected through Project Palette may be processed and stored on servers located outside your country of residence. By using our services, you consent to this international data processing and storage in compliance with applicable data protection laws. All data transfers are conducted using secure methods to uphold data security and integrity.

## **User Rights and Choices**

Project Palette respects your rights to access, update, or delete your personal data in accordance with applicable privacy laws, including the GDPR, where applicable. You have the right to:

- **Access:** Request a copy of the personal data we hold about you.
- **Update:** Correct or update any personal information that is inaccurate or incomplete.
- **Delete:** Request the deletion of personal information, subject to certain legal limitations.

To exercise any of these rights, please contact our support team at [support@projectpalette.ai]. Requests will be processed promptly in accordance with applicable legal requirements. In certain cases, some data may need to be retained for compliance with legal obligations, security purposes, or to fulfill operational needs.

## **Security Measures**

Project Palette employs rigorous security practices to protect your data from unauthorized access, alteration, or loss. Our security measures include data encryption, restricted access protocols, and frequent system audits. These practices are designed to ensure that your data remains secure throughout its lifecycle within our systems.

While we implement comprehensive safeguards, it is important to acknowledge that no system is fully secure. We encourage users to take appropriate precautions, such as securing their accounts and using unique passwords, to help protect their data. Project Palette assumes no liability for data breaches arising from user negligence or failure to adhere to basic security practices.

## **Third-Party Processors**

To deliver our services, Project Palette relies on trusted third-party providers, including Supabase for data storage and Stripe for payment processing. These third-party providers are carefully selected to ensure that they comply with relevant data protection regulations. Each provider is obligated to implement robust security measures to protect user data.

Project Palette does not share, sell, or disclose user data to third parties except as necessary to process payments, deliver services, fulfill legal obligations, or protect the rights and safety of our users.

### **Data Retention and Deletion**

Project Palette retains personal data, including photos and analysis results, only as long as necessary to fulfill the purpose for which it was collected, as well as to provide ongoing access to reports. Upon user request or account termination, we will delete personal data in accordance with our data retention policy and applicable legal requirements. Certain data may be retained for legal, regulatory, or operational purposes if required.

For more detailed information about our data practices, please refer to our comprehensive [Privacy Policy](#).

### **Contact Information**

If you have any questions or concerns regarding our privacy practices, data handling, or your data rights, please reach out to us at:

**Email:** [support@projectpalette.ai]

**Mailing Address:**

Market Kings LLC

[1013 Centre Road Ste 403s]

[Wilmington, Delaware, 19805]

Our support team is available during standard business hours and aims to respond to all inquiries within 3-5 business days.

## **13. User Conduct and Prohibited Activities**

### **Acceptable Use**

Project Palette's services are designed for personal and limited internal business use as specified by Market Kings LLC. By accessing and using our platform, you agree to engage solely in authorized and constructive activities intended to enhance your personal experience with seasonal color analysis. You are expected to utilize the platform responsibly, in a manner that upholds the integrity, security, and purpose of Project Palette's services and complies with all applicable laws.

### **Prohibited Actions**

To ensure the security and effectiveness of Project Palette for all users, the following actions are strictly prohibited. Users who engage in any prohibited activities may face account suspension, termination, or legal action, as appropriate.

**1. Unauthorized Access and Security Breaches**

- Attempting to access another user's account, data, or personal information without express authorization is strictly forbidden.
- Users may not engage in hacking, phishing, social engineering, or other unauthorized attempts to bypass Project Palette's security protocols.
- Any attempt to probe, scan, or test the vulnerability of Project Palette's systems or networks without proper authorization is prohibited.

**2. Circumventing Security Measures**

- Users may not attempt to disable, reverse-engineer, decrypt, disassemble, or interfere with any security features, access controls, or encryption protocols within the platform.
- Unauthorized attempts to manipulate, disable, or circumvent data protection methods, such as restricted-access controls, are prohibited.

**3. Automated or Malicious Activity**

- Users are prohibited from employing bots, scripts, data-mining tools, or automated systems to interact with Project Palette, upload data, or extract information from the platform.
- Data scraping, excessive API calls, and any other automated attempts to gather information from the platform without permission are forbidden.
- Uploading or transmitting malicious software, viruses, worms, or any other harmful code intended to interfere with the service, data integrity, or user experience is strictly prohibited.

**4. Unauthorized Commercial Use**

- The Project Palette platform and its services are intended solely for individual, non-commercial use unless explicitly authorized.
- Users may not resell, redistribute, sublicense, or otherwise exploit Project Palette's analyses, data, reports, or platform access for commercial purposes without written consent from Market Kings LLC.

**5. Disruptive or Harmful Conduct**

- Actions that would disrupt, burden, or interfere with Project Palette's servers, databases, or platform functionality are prohibited. This includes, but is not limited to, initiating denial-of-service (DoS) attacks, attempting to overload system resources, or deploying disruptive actions that impact other users' experiences.
- Spamming, using automated messaging, or performing repeated or unsolicited communications through Project Palette's services without permission is also forbidden.

**6. Intellectual Property Violations**

- Users may not copy, reproduce, distribute, modify, create derivative works from, publicly display, or otherwise exploit any content, code, UI elements, design, or AI-generated analysis results provided by Project Palette without explicit permission.

- All proprietary materials and software are owned by Market Kings LLC and are protected by intellectual property laws. Any unauthorized use of these materials may lead to immediate termination and legal recourse.

#### **7. Inappropriate or Unlawful Content**

- Uploading, sharing, or distributing any content that is illegal, harassing, threatening, defamatory, obscene, abusive, or otherwise objectionable is prohibited.
- Users are also prohibited from uploading unauthorized personal data or images that violate the privacy rights of third parties without their consent.

### **Consequences of Violations**

Violation of these Terms may result in immediate suspension or termination of your account and restricted access to Project Palette's services. We reserve the right to monitor user activities for compliance purposes and, if necessary, report suspicious or unlawful activities to relevant authorities.

If you have any questions about conduct requirements or need clarification on what constitutes a prohibited action, please contact Project Palette support at [support@projectpalette.ai] to ensure compliance and a safe experience for all users.

## **14. User Content and Contributions**

### **Photo and Data License**

By uploading photos or other data (collectively, "User Content") to Project Palette for the purpose of obtaining a seasonal color analysis, you grant Market Kings LLC (operating as Project Palette) a non-exclusive, royalty-free, worldwide, limited license to store, process, and use this content exclusively for delivering the requested analysis. This limited license is necessary for our AI systems to process the images you provide and generate a personalized color analysis report, which includes visual and textual recommendations based on your individual features.

This license allows us to perform essential tasks including, but not limited to:

- **Processing your uploaded photos:** We analyze these images using advanced AI prompts, exclusively for generating your personalized color report.
- **Generating and Storing Results:** We store the analysis results, including data files generated by our AI system, in a secure format for easy retrieval, report generation, and future user access.

Your User Content will not be used for any purpose other than providing you with a seasonal color analysis, and we do not claim ownership of the original photos or data you upload.

### **Ownership and Responsibility**

You retain full ownership of all User Content you upload, including photos and personal data. By uploading this content, you represent and warrant that:

- **You have full rights to upload and submit the User Content:** This includes any photos or data that you share on our platform.
- **The content does not infringe upon the intellectual property, privacy, or other rights of any third party:** You agree that your content is lawful and that you have obtained necessary permissions if required by applicable law.
- **You consent to Project Palette's storage and processing of your content:** All processing and storage will be conducted in accordance with our [Privacy Policy](#) and solely for the purposes of providing you with your seasonal color analysis report.

Should any third-party claims arise regarding your User Content, you agree to bear full responsibility and indemnify Market Kings LLC for any liability that results from any breach of these representations.

### **Processing and Storage of User Content**

User Content, including photos and analysis results, is stored in our secure database, managed through Supabase. Photos are processed by our AI system, and analysis data is stored securely in the Supabase database in a dedicated, protected environment to facilitate secure retrieval, report generation, and user access to results. We take extensive measures to ensure that User Content is protected from unauthorized access, in accordance with industry-standard data protection practices.

- **Photos:** Uploaded photos are stored in a secure storage environment within Supabase. We ensure that these images are accessed only by our AI system for the analysis process and are kept separate from other types of data for enhanced security.
- **Analysis Results:** Your personalized analysis results, stored as JSON files, are securely saved within Supabase. These files are retained to enable report access, user retrieval, and to facilitate additional user support if needed.

### **Use of Analysis Results**

Your analysis results are generated as a final JSON file crafted through Project Palette's proprietary AI system. The analysis results are made available to you in a downloadable report. This report is intended solely for your personal, informational use and may not be reproduced, distributed, or used commercially without our express written consent.

### **Prohibited User Content**

Project Palette reserves the right to refuse, restrict access to, or remove any User Content that, in our sole discretion, is determined to be inappropriate, unlawful, or in violation of these Terms. This includes content that:

- Contains materials that are offensive, harassing, abusive, or illegal;

- Infringes on the intellectual property, privacy, or other rights of third parties;
- Includes unauthorized images or personal data of individuals without their express consent.

Uploading prohibited content or otherwise breaching these Terms may lead to the suspension or termination of your account, restricted access to services, and, where applicable, legal action.

If you have questions about the suitability of your User Content or require support in managing your content, please contact us at [support@projectpalette.ai].

## 15. AI and Analysis Limitations

### Accuracy of Analysis

Project Palette's seasonal color analysis service utilizes advanced artificial intelligence (AI) technology, which combines user-uploaded photos and meticulously crafted prompts to generate a personalized color profile. While Project Palette strives to deliver accurate, relevant, and informative analysis results, AI-generated outcomes inherently involve limitations based on variables outside of our control, including but not limited to:

- **Photo Quality and Environmental Conditions:** Variations in lighting, photo resolution, angle, background, and other environmental factors may influence the precision of the analysis. We recommend that users follow our photo submission guidelines to optimize the accuracy of their results.
- **AI Technology Limitations:** Although Project Palette's analysis relies on state-of-the-art AI systems, including machine learning algorithms and data processing protocols, these technologies are not infallible and may produce occasional inconsistencies or inaccuracies.

Accordingly, Project Palette does not guarantee the absolute accuracy or completeness of the analysis results and disclaims responsibility for any decisions or actions taken by users based on these results.

### Informational Use Only

The results and recommendations provided by Project Palette's AI-powered color analysis are intended solely for personal, informational use. These outputs are not professional advice and should not be interpreted as recommendations from qualified professionals. Users should consult certified professionals before making any substantive decisions based on their color analysis.

### Non-Diagnostic Service

Project Palette's services are not intended, nor should they be construed, as diagnostic or therapeutic tools for any medical, psychological, dermatological, or other health-related conditions. Any color analysis and recommendations produced are not designed to treat,

diagnose, or prevent any conditions or issues and are offered strictly for aesthetic and personal interest. Users should consult appropriate professionals for any questions or concerns related to medical or psychological health.

### **Limitations on Liability for AI Output**

Due to the inherent nature of AI technology, Market Kings LLC (operating as Project Palette) disclaims any liability for inaccuracies, misinterpretations, or other outcomes based on the AI-generated analysis. Users agree to accept the analysis "as-is" and use it at their discretion, understanding that these results are derived from AI-generated data that may not fully account for individual nuances or variations.

In no event shall Market Kings LLC be held liable for any direct, indirect, incidental, consequential, or special damages, including but not limited to potential aesthetic or styling choices influenced by the color analysis results. All decisions based on Project Palette's color analysis reports remain the user's responsibility.

### **User Responsibility**

By using Project Palette's seasonal color analysis service, users acknowledge and accept that they are responsible for evaluating any information provided by the AI analysis and for applying it in a way that suits their personal needs or preferences. Users agree that they will not hold Project Palette liable for any interpretations, decisions, or actions resulting from their use of the analysis, and that any reliance on the AI-generated results is undertaken at their discretion.

Should any questions arise regarding the limitations or interpretation of the analysis, users are encouraged to contact Project Palette's support team at [support@projectpalette.ai] for assistance.

## **16. Service Modifications and Interruptions**

### **Right to Modify or Discontinue Services**

Project Palette is committed to delivering an evolving and high-quality user experience. As part of this commitment, Market Kings LLC reserves the right, at its sole discretion, to alter, improve, or discontinue any part of the Project Palette platform, including but not limited to features, algorithms, configurations, data processing methods, and other components essential to the operation of the service. Such modifications may be introduced for purposes that include, but are not limited to:

- **Enhancing User Experience:** Regular updates, design improvements, or feature additions aimed at refining the functionality and accessibility of our seasonal color analysis services.
- **Technological Adaptation:** Adjustments to accommodate advancements in AI technology, including updates to our algorithms and processing capabilities, as well as

changes necessary to maintain compatibility with evolving industry standards and best practices.

- **Market Demand and Compliance:** Modifications in response to user feedback, market trends, or regulatory requirements that necessitate the adjustment of specific platform features or data handling protocols.

These updates may be introduced with or without prior notice and may apply universally or to select users depending on operational requirements.

## **Service Interruptions**

While Project Palette strives to ensure continuous, uninterrupted access to our services, the platform may occasionally experience interruptions. Users acknowledge and agree that service availability may be impacted by various factors, including but not limited to:

- **Scheduled Maintenance:** Periodic maintenance or updates, which may require temporary service suspension to apply improvements, updates, or security patches.
- **Unplanned Outages:** Unexpected technical issues, including hardware failures, software bugs, or other disruptions beyond our control that may impact service accessibility or functionality.
- **Third-Party Services:** As Project Palette relies on third-party providers (e.g., Supabase for data storage, Stripe for payment processing), interruptions in these external services may temporarily affect the availability or performance of certain platform features.

In the event of scheduled maintenance, Project Palette will endeavor to provide notice to users in advance, where feasible, through email, website announcements, or other available channels. However, we do not guarantee prior notice for unplanned outages or emergency maintenance, which may be required to promptly address critical technical or security issues.

## **Limitations of Liability for Downtime**

Market Kings LLC (operating as Project Palette) disclaims any liability for interruptions or delays in service availability due to scheduled maintenance, unforeseen technical issues, third-party service disruptions, or force majeure events beyond our control. While we commit to making reasonable efforts to minimize disruptions and restore service promptly, users acknowledge that Project Palette is provided on an “as-is” and “as available” basis.

Project Palette shall not be held liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to loss of data, revenue, or opportunity, arising from temporary service interruptions or delays. Users are advised to regularly back up their data, including downloaded reports, as part of their personal data management practices.

## **User Notification**

In cases where significant modifications to services or prolonged downtime are anticipated, Project Palette may notify users in advance via email or other communication channels, as a

courtesy. However, such notifications are discretionary, and Market Kings LLC makes no guarantee of providing prior notice for all service changes or interruptions. Users are encouraged to periodically review the Project Palette website or any communications from the support team for updates regarding the availability and status of our services.

### **Termination or Permanent Discontinuation of Services**

Project Palette reserves the right to terminate or permanently discontinue the platform, in whole or in part, should Market Kings LLC deem it necessary due to operational, financial, legal, or technological reasons. In the event of a complete service discontinuation, Project Palette will endeavor to provide advance notice to users, if feasible, and may offer options for accessing or retrieving personal data, reports, or other materials as appropriate. Any remaining unused balances or prepaid fees may be subject to refund at the discretion of Market Kings LLC, in accordance with the terms outlined in Section 4 (Payment Terms).

For questions regarding service availability, updates, or modifications, users may contact Project Palette's support team at [support@projectpalette.ai].

## **17. Modifications to Terms**

### **Right to Update Terms of Service**

Project Palette, operated by Market Kings LLC, reserves the right to modify, update, or revise these Terms of Service at any time, at its sole discretion, and as necessary to reflect changes in our service offerings, operational requirements, technological advancements, regulatory requirements, or other business needs. All updates to these Terms of Service will be reflected by revising the "Last Updated" date at the beginning of this document.

Significant modifications that may impact the rights or obligations of users will be communicated in one or more of the following ways, at our discretion:

- Posting an announcement on the Project Palette website,
- Emailing registered users directly, or
- Providing in-platform notifications.

These communications are intended as a courtesy to ensure users are informed of material changes. Users agree to review these Terms periodically to stay aware of any modifications, as it is their responsibility to keep informed of all applicable terms.

### **Continued Use as Acceptance of Updated Terms**

By continuing to access or use Project Palette's services after changes to these Terms have been posted, users acknowledge and agree to the revised Terms in full. If any modifications materially alter a user's rights or obligations under these Terms, users will be given an opportunity to review the changes before continuing use of the service. However, any continued

access to or use of the service constitutes full acceptance of all modified Terms, regardless of whether additional consent was requested or obtained.

### **User Consent to Significant Modifications**

For certain significant changes, as defined at the discretion of Project Palette, we may request that users explicitly confirm their acceptance of the modified Terms before continuing to access their accounts or utilizing our services. In such cases, explicit consent will be collected through in-app prompts, a check-box or similar mechanism confirming acceptance, or other similar methods in compliance with applicable legal standards.

If a user does not agree to the revised Terms, their access to the Project Palette services may be suspended or terminated, in accordance with the provisions outlined in Section 7 (Termination). Users who discontinue use for this reason are encouraged to download any reports or materials they may need before ceasing to use Project Palette.

### **Access to Previous Versions**

For reference, previous versions of our Terms of Service may be available upon request by contacting our support team at [support@projectpalette.ai]. However, only the latest, most up-to-date version of these Terms governs your access to and use of the Project Palette platform, and any earlier versions are not enforceable.

## **18. Contact Information**

### **General Support and Inquiries**

For all questions, feedback, or concerns regarding these Terms of Service or your experience using Project Palette, Market Kings LLC is here to assist. Users can reach us through the following official communication channels:

- **Email:** [support@projectpalette.ai]
- **Mailing Address:** Market Kings LLC  
[1013 Centre Road Ste 403s]  
[Wilmington, Delaware, 19805]

We strive to respond to inquiries within **3-5 business days** and prioritize a timely and efficient support experience. Our customer support team is available during standard business hours, Monday through Friday, to address any questions related to your account, billing, technical issues, or other service needs.

### **Feedback and Suggestions**

Project Palette values constructive feedback from our users, as it helps us to improve and enhance our platform and services. We encourage users to share suggestions, ideas, or comments on ways we could improve Project Palette to better serve you. Feedback submissions can be sent via the contact details provided above, with “Feedback” indicated in the subject line. We will acknowledge receipt of your suggestions and make every effort to consider valuable input from our user community.

Please note that by submitting feedback or suggestions, you grant Market Kings LLC permission to use, adapt, or incorporate these ideas into our services without any obligation to provide compensation or acknowledgment, as outlined in **Section 6** of these Terms.

### **Technical Support for Service Issues**

For assistance with technical issues, such as difficulties accessing your account, photo upload errors, or report download issues, please contact us at [[support@projectpalette.ai](mailto:support@projectpalette.ai)]. To expedite the resolution process, please include:

- A brief description of the issue,
- Any error messages you encountered,
- Your operating system and browser details, and
- The approximate date and time the issue occurred.

Our support team will work with you to troubleshoot the issue and restore full functionality as quickly as possible.

### **Addressing Complaints and Dispute Resolution**

Should you have any complaints regarding Project Palette, our support team is available to provide clarification and resolve concerns. We request that users first reach out to our support team to attempt to resolve any issues before initiating further dispute processes. For unresolved issues that may require formal dispute resolution, please refer to **Section 10** of these Terms for our Dispute Resolution policy.

### **Data and Privacy Inquiries**

For questions or requests related to your personal data, privacy practices, or data security as described in our [Privacy Policy](#), including requests to access, update, or delete personal data, please contact our privacy team at [[support@projectpalette.ai](mailto:support@projectpalette.ai)] with the subject line “Privacy Inquiry.” We are committed to addressing all data-related inquiries in accordance with applicable data protection laws and our own internal policies.