

# Terms of Service

**Last updated:** 23 October, 2024

Welcome to Slow, a journaling app provided by Slow Technologies Inc. ("we," "us," "our"). By accessing or using the Slow app ("the App"), you agree to comply with and be bound by the following Terms of Service ("Terms"). If you do not agree to these Terms, please do not use the App.

## 1. Acceptance of Terms

By creating an account or using the App, you acknowledge that you have read, understood, and agree to be bound by these Terms, our Privacy Policy, and any other policies referenced within the App.

## 2. Description of the App

Slow is a mobile journaling application that allows users to write journal entries and receive LLM (Large Language Model) generated insights and advice based on those entries. The app may also provide real-time suggestions and analysis as you write.

## 3. Use of the App

- You must be at least 13 years old to use the App. If you are under 18 you must have your parent or legal guardian's permission to use the App.
- You agree to provide accurate, complete, and current information during registration and to update such information as needed.
- You are responsible for maintaining the confidentiality of your account login credentials and for all activities that occur under your account.
- Certain functions of the App will require the app to have an active internet connection. The connection can be Wi-Fi, or provided by your mobile network provider. We cannot take responsibility for the App not working at full functionality if you don't have access to Wi-Fi, or if you don't have any of your data allowance left.

## 4. Subscription Service

Access to our App is offered on a subscription basis. If you choose to subscribe, you agree to the following:

**Billing:** Subscriptions are charged in advance on a recurring basis based on the plan you select. Your subscription will automatically renew under the same terms unless either you or we choose to cancel it.

**Cancellation:** You can cancel your subscription at any time. While no refunds will be given for the remaining time of your current subscription, you will continue to have access to paid services until the subscription period ends. Cancellations must be made through the Apple App Store.

**Payment:** You agree to provide accurate billing information and to keep it updated. Payments are processed through a third-party provider (Apple). By using these services, you also accept Apple's payment processing terms and conditions.

**Modification of Fees:** We may modify subscription fees at any time, with changes taking effect at the end of your current subscription period. You will be notified in advance of any changes, and your continued use of the App will indicate your agreement to the new fees.

**Refunds:** Except where required by law, paid subscription fees are non-refundable. Some refunds may be considered on a case-by-case basis. For in-app subscriptions, refunds are governed by the appropriate application store's policy.

**Free Trials:** We may offer free trial periods for our subscription services. Unless you cancel before the end of the trial, you will be billed for the subscription at the end of the trial period. We may modify or cancel free trial offers at any time.

**Promotions:** Any promotional offers will have their own specific rules, which will take precedence over these terms in the event of a conflict.

## **5. Your content**

You may provide input to the App("Input"), and receive advice and insights from the App based on the Input ("Output"). Input and Output together are collectively "Content." You are responsible for Content, which includes ensuring that it complies with all relevant laws and these Terms. You confirm that you possess all necessary rights, licenses, and permissions to submit Input to our App.

## **6. Ownership of content and our use of content**

As between you and Slow Technologies Inc., and to the extent permitted by applicable law, you (a) retain ownership of Input and (b) own the Output. We hereby assign to you all our right, title, and interest, if any, in and to Output. However, by using the App, you grant Slow Technologies Inc. permission to store, process and analyze your Content to provide insights and generate responses. We may use Content to provide, maintain, develop, and improve our App, adhere to applicable laws, enforce our terms and policies, and keep our App safe. Please see our [Privacy Policy](#) for more.

**Opt out.** If you do not want us to use your Content to help improve our app, you can opt out in the settings page of the app.

## **7. Accuracy**

Given the probabilistic nature of machine learning, use of our App may occasionally produce Output that does not accurately reflect real people, places, or facts.

When you use our App, you understand and agree:

The App uses artificial intelligence (AI) and machine learning models to generate advice and insights based on your journal entries. These insights are generated automatically and are intended to be informational and supportive.

All AI-generated content is for informational purposes only and does not constitute professional medical, legal, or financial advice. You should always consult a qualified professional for serious concerns.

Slow Technologies Inc. makes no guarantees about the accuracy, reliability, or appropriateness of AI-generated responses for your specific situation. You are responsible for evaluating Output for its accuracy and relevance to your situation, including conducting a human review when necessary, before using or sharing any Output from the App.

Output may not always be accurate. You should not rely on Output from our App as a sole source of truth or factual information, or as a substitute for professional advice.

You must not use any Output relating to a person for any purpose that could have a legal or material impact on that person, such as making credit, educational, employment, housing, insurance, legal, medical, or other important decisions about them.

Our App may produce Output that is incomplete, incorrect, or potentially offensive and does not necessarily reflect the views of Slow Technologies Inc. Additionally, if Output mentions third-party products or services, it does not imply that those third parties endorse or are affiliated with Slow Technologies Inc.

## **8. MEDICAL DISCLAIMER**

USE OF THE SLOW APP IS NOT A REPLACEMENT FOR OR A FORM OF THERAPY NOR IS IT INTENDED TO CURE, TREAT, OR DIAGNOSE MEDICAL CONDITIONS. PLEASE CONSULT WITH A LICENSED PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER BEFORE MAKING ANY DECISIONS OR TAKING ANY ACTIONS THAT MAY AFFECT YOUR HEALTH.

IF YOU HAVE BEEN DIAGNOSED WITH A MENTAL DISORDER OR HAVE PRE-EXISTING MENTAL HEALTH ISSUES, ALWAYS CONSULT A LICENSED PHYSICIAN OR QUALIFIED HEALTHCARE PROVIDER PRIOR TO USING THE SLOW APP TO DETERMINE IF IT IS SUITABLE FOR YOUR SPECIFIC SITUATION.

IF YOU ARE EXPERIENCING SERIOUS MENTAL HEALTH CONCERNS OR ARE IN DANGER OF HARMING YOURSELF OR OTHERS, SEEK IMMEDIATE MEDICAL ATTENTION OR CONTACT EMERGENCY SERVICES.

## **9. Data Privacy**

- We are committed to protecting your privacy and will only collect and process your data in accordance with our Privacy Policy.
- The App processes your journal entries locally and via cloud-based servers to generate insights. You understand and agree that Content may be temporarily stored or processed by third-party cloud providers to deliver the app's features.
- For more information on how your data is collected and used, please refer to our [Privacy Policy](#).

## **10. Prohibited Uses**

You agree not to use the App for:

- Any unlawful or fraudulent activity;
- Attempting to reverse-engineer the App.
- Intentionally attempting to disrupt the normal operation of the App.
- Attempting to access data or code other than through the interfaces and instructions that we provide.

## **11. Termination**

We reserve the right to suspend or terminate your access to the App if you violate any of these Terms or if we determine that your use of the App poses a security or legal risk to us or others.

## **12. Modifications to the App**

We may update or change the App at any time, including by adding or removing features. We are not obligated to maintain or support any part of the App.

We may also decide to stop providing the App altogether and can terminate your access at any time without prior notice. Unless we inform you otherwise, upon termination, (a) all rights and licenses granted to you under these terms will cease; (b) you must stop using the App and, if necessary, remove it from your device.

## **13. Disclaimer of Warranties**

The App is provided on an "as-is" and "as-available" basis. We disclaim any warranties, express or implied, including any warranties of merchantability, fitness for a particular purpose, or non-infringement.

## **14. Limitation of Liability**

TO THE EXTENT PERMITTED BY LAW, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE AMOUNT YOU PAID FOR USE OF THE SLOW APP DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE.

## **15. Indemnity**

You agree to indemnify and hold harmless Slow Technology Inc. and its affiliates, officers, directors, employees, agents, and third-party service providers from any losses, liabilities, damages, claims, and expenses, including legal fees, arising out of or related to your use of the App or any violation of these Terms.

## **16. Arbitration and Dispute Resolution**

### **Mandatory Arbitration**

You agree that any dispute, claim, or controversy arising out of or related to these Terms, your use of the Slow app, or the relationship between you and Slow Technologies Inc. will be resolved exclusively through binding arbitration. Arbitration will be conducted with the American Arbitration Association (AAA), and the decision of the arbitrator will be final and binding on all parties involved.

### **Informal Dispute Resolution**

We want the opportunity to understand and address any concerns you may have before taking formal legal steps. Before either of us takes legal action, we both agree to make an effort to resolve any issues related to these Terms or our Services ("Dispute") through informal discussion first. You agree to notify us by emailing [support@theslowapp.com](mailto:support@theslowapp.com), and we will send you notice to the email linked to your account. If we're unable to settle the Dispute within 60 days, either of us can initiate arbitration. Additionally, we both agree to participate in a one-on-one settlement meeting if either party requests it during this period. The time limits for filing legal claims will be paused while we attempt this informal resolution.

### **Location and Conduct of Arbitration**

Arbitration will take place either virtually or at a mutually agreed-upon location. You and Slow Technologies Inc. agree to conduct the arbitration remotely via video or teleconference if preferred by either party.

### **Exclusions from Arbitration**

This section does not require informal dispute resolution or arbitration of the following claims: (i) individual claims brought in small claims court; and (ii) injunctive or other equitable relief to stop unauthorized use or abuse of the App or intellectual property infringement or misappropriation.

### **Class Action Waiver**

You agree to resolve any disputes with us on an individual basis, and you waive any right to participate in a class action, class arbitration, or other representative action or proceeding.

### **Arbitration Costs**

Each party will bear its own costs of arbitration, unless the arbitrator determines that requiring a party to bear those costs would be unfair under the circumstances or unless applicable laws require otherwise.

### **Time Limitation for Claims**

You agree that any claim arising out of or related to these Terms must be filed within one (1) year after the claim arose; otherwise, the claim is permanently barred.

### **Opt-Out Option**

You may opt out of this arbitration agreement by providing written notice to us within 30 days of your initial acceptance of these Terms. To opt out, you must send a written notice to 1311 Lone Pine Trl, Severn MD 21144 with the subject line "Arbitration Opt-Out" and include your name and account information.

## **17. Governing Law**

These Terms, and any dispute that may arise between you and Slow Technologies Inc., will be governed by in accordance with the laws of the state of Delaware, without regard to principles of conflict of laws.

## **18. Changes to Terms of Service**

Slow Technologies Inc. reserves the right to modify or update these Terms of Service, as well as any of our other policies or practices, at any time. We will inform you of any changes by posting the revised Terms, policies, or practices on this page. Once posted, any changes will take effect immediately. By continuing to use the App, you are agreeing to follow the updated Terms,

policies, or practices. In some cases, we may also notify you of changes through additional methods, such as email or in-app notifications.

## **19. Contact Us**

If you have any questions about these Terms, please contact us at: [support@theslowapp.com](mailto:support@theslowapp.com)