

# TERMS OF USE

**Effective Date:** September 01, 2025

Welcome to **PowerValues.xyz** (the “Website”), operated by **Visioneer LLC** (“Visioneer,” “we,” or “us”), located at 1209 Mountain Road PI NE, Ste R, Albuquerque, NM 87110.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE OR SERVICES. By using our Website, courses, coaching programs, or AI coaching tools (collectively, the “Services”), you agree to comply with and be legally bound by these Terms. If you do not agree, do not use our Services.

## 1. Privacy Policy

Your use of our Services is also governed by our Privacy Policy. Please review these documents carefully to understand how we collect, use, and protect your information, including data processed by our AI coaching system.

## 2. Eligibility & Account Use

- You must be at least 18 years old to use our Services.
- By creating an account, you represent and warrant that you meet this requirement.
- You are responsible for maintaining the confidentiality of your account credentials and all activity under your account.

## 3. License & Restrictions

We grant you a limited, revocable, non-exclusive, non-transferable license to access and use our Services for personal, non-commercial purposes. You agree not to:

- Reproduce, distribute, modify, or create derivative works of our materials without written permission.

- Use data mining, robots, scraping, or similar tools.
- Violate applicable laws or regulations.
- Post unlawful, harmful, or infringing content.

All content, including the **Power Values framework, quiz, curriculum, videos, and AI-generated outputs**, is the property of Visioneer LLC or its licensors and is protected by U.S. and international copyright, trademark, and intellectual property laws.

## 4. User-Generated Content

If you submit content (e.g., comments, testimonials, reflections), you grant Visioneer a perpetual, royalty-free, worldwide license to use, reproduce, display, and distribute that content in connection with our Services. You represent that you own or have the rights to submit such content and that it does not infringe third-party rights.

## 5. Third-Party Links

Our Services may link to third-party websites or platforms. Visioneer is not responsible for their content, policies, or practices and does not endorse them. Use them at your own risk.

## 6. Coaching & AI Disclaimers

- **Educational Use Only:** Power Values provides coaching tools and AI-supported insights for educational and personal development purposes.
- **No Medical or Legal Advice:** Our Services are not a substitute for medical, psychological, legal, or financial advice. We do not provide therapy, diagnosis, or treatment.
- **AI Transparency:** The Power Values AI Coach generates personalized reflections and suggestions based on your inputs. While designed to feel conversational, AI outputs may not always be accurate or appropriate. You remain solely responsible for decisions you make.

- **Emergency Situations:** Do not use our Services in emergencies. If you are in crisis or at risk of harm, call local emergency services immediately.

## 7. Payment, Subscriptions & Refunds

- Certain Services (e.g., monthly memberships, group coaching, private coaching) require payment.
- By purchasing, you authorize us (or our payment processors, such as Stripe or PayPal) to charge your chosen payment method.
- Subscriptions renew automatically on a monthly basis unless canceled. You may cancel anytime through your account settings; cancellation will stop future charges but does not retroactively refund past payments.
- Refunds are only granted where required by law or explicitly stated in a separate refund policy.

## 8. Limitations of Use in AI & Community Spaces

You agree not to:

- Attempt to manipulate, reverse engineer, or exploit the AI Coach.
- Upload harmful, abusive, or inappropriate content into coaching reflections.
- Harass, spam, or disrupt other users in community or group coaching forums. Violation may result in suspension or termination of access.

## 9. Disclaimers

Our Services are provided “**as is**” and “**as available**” without warranties of any kind, express or implied. Visioneer disclaims all warranties, including merchantability, fitness for a particular

purpose, and non-infringement. We do not guarantee that the Services will be uninterrupted, secure, or error-free.

## **10. Limitation of Liability**

To the maximum extent permitted by law, Visioneer shall not be liable for any indirect, incidental, or consequential damages arising from your use of the Services. Our total liability shall not exceed the greater of:

- \$100, or
- The amount you paid us in the past 12 months.

## **11. Indemnification**

You agree to defend, indemnify, and hold harmless Visioneer LLC, its affiliates, officers, employees, and contractors from any claims, damages, liabilities, or expenses arising out of your use of the Services, your content submissions, or violation of these Terms.

## **12. Copyright Complaints**

If you believe your copyrighted work has been infringed, please notify us in writing at the address below with:

- Your contact information.
- Identification of the copyrighted work.
- Location of the allegedly infringing material.
- A statement under penalty of perjury of your good-faith belief.
- Your physical or electronic signature.

## **13. Termination**

We may suspend or terminate your access at any time, without notice, for any reason. You may terminate by ceasing all use. Provisions regarding intellectual property, disclaimers, limitations of liability, indemnity, and dispute resolution shall survive termination.

## 14. Governing Law & Dispute Resolution

- These Terms are governed by the laws of the State of New Mexico, without regard to conflict of laws principles.
- Any disputes shall first attempt informal resolution with us.
- If unresolved, disputes shall be settled by **binding arbitration** under the rules of the American Arbitration Association, conducted in Bernalillo County, New Mexico. You waive the right to a jury trial.

## 15. International Use & Compliance

Our Services are controlled from the United States. Users outside the U.S. are responsible for compliance with their local laws. By using our Services, you consent to data transfer to the U.S. and other countries where we operate.

## 16. Modifications

We may update these Terms at any time by posting a revised version on this page. Continued use after changes constitutes acceptance of the updated Terms.

## 17. Contact Information

### Visioneer LLC

1209 Mountain Road PI NE, Ste R

Albuquerque, NM 87110

Email: support@powervalues.xyz

Subject: Legal Notice