

Terms of Service

Software Development, Consulting, Automation, and AI Services

PDX Intelligence

Effective Date: June 15th, 2026

Introduction

These Terms of Service (Terms) govern access to and use of software development, consulting, automation, artificial intelligence, data, workflow, implementation, support, and related professional services provided by PDX Intelligence (PDX Intelligence, we, us, or our).

By requesting services, approving a proposal, signing or accepting a statement of work, paying an invoice, creating an account, using a deliverable, or otherwise engaging us to perform services, you agree to these Terms. If you are accepting these Terms on behalf of a company or other organization, you represent that you have authority to bind that organization. In these Terms, you and Client refer to the person or organization receiving the services.

1. Services

We provide professional services that may include software design and development, technical consulting, workflow automation, AI and data implementation, systems integration, product strategy, documentation, training, deployment support, troubleshooting, and related advisory work.

The specific services, deliverables, fees, timeline, assumptions, dependencies, and support terms for a project may be described in a written proposal, statement of work, order form, invoice, email approval, project brief, or similar written scope document (each, a Scope Document).

Unless a Scope Document expressly states otherwise, our services do not include ongoing managed operations, around-the-clock monitoring, legal or compliance advice, data entry, end-customer support, procurement of third-party accounts, or maintenance of systems we did not build, configure, or agree to support.

2. Scope Documents And Project Approval

A Scope Document may be approved by signature, email, written message, invoice payment, deposit payment, platform approval, or another clear authorization to begin work. If a Scope Document conflicts with these Terms, the Scope Document controls only for that specific project and only to the extent of the conflict. All other provisions of these Terms remain in effect.

We may rely on the requirements, materials, instructions, credentials, data, and decisions you provide. Changes to project requirements, business processes, third-party systems, timelines, data sources, integrations, or acceptance criteria may require a revised Scope Document, change order, or additional fees.

3. Deliverables, Review, And Acceptance

Deliverables may include code, configurations, automations, workflows, documentation, designs, reports, prototypes, scripts, prompts, models, integrations, recommendations, or other work product described in a Scope Document.

Unless a Scope Document states otherwise, deliverables are considered accepted when you approve them in writing, use them in production, pay the related invoice, request post-delivery support, or do not report a material issue within five (5) business days after delivery.

Included revisions, if any, are limited to reasonable adjustments related to the original agreed scope. New features, new integrations, substantial redesigns, changed business requirements, new data sources, new templates, third-party platform changes, or issues caused by your configuration changes may require additional fees.

4. Your Responsibilities

You are responsible for:

- Providing accurate requirements, timely feedback, approvals, content, data, credentials, and access needed for us to perform the services.
- Maintaining your accounts, subscriptions, billing, permissions, hosting, domains, API keys, third-party services, and internal approvals.
- Reviewing, testing, and approving deliverables before relying on them in production or business-critical workflows.
- Backing up your data and maintaining appropriate operational, security, legal, and compliance controls.
- Ensuring your use of the services and deliverables complies with applicable laws, regulations, privacy obligations, workplace policies, industry rules, and third-party terms.

Delays caused by missing information, delayed feedback, unavailable access, third-party account issues, or changes requested by you may affect timelines and costs.

5. Fees, Expenses, And Payment

You agree to pay all fees described in the applicable Scope Document or invoice. Unless stated otherwise, invoices are due upon receipt. We may require deposits, milestone payments, retainers, or advance payment before beginning or continuing work.

We may pause work, delivery, access, support, revisions, or future services for unpaid invoices. Out-of-scope work, expedited timelines, additional meetings, travel, licensing, hosting, usage fees, or third-party costs may be billed separately if approved or reasonably required by the project.

Fees already paid are non-refundable for completed work unless a Scope Document expressly states otherwise. You remain responsible for work performed, commitments made, and approved third-party costs incurred before cancellation or termination.

6. Third-Party Services

Services and deliverables may rely on third-party platforms, APIs, software, hosting providers, cloud services, AI model providers, payment processors, app stores, marketplaces, email providers, analytics tools, or other external systems.

We are not responsible for third-party outages, pricing changes, quota limits, API changes, account restrictions, security incidents, data loss, policy enforcement, discontinued services, or compatibility changes. You are responsible for third-party accounts, terms, billing, usage costs, licensing, permissions, privacy settings, and data processing requirements associated with your systems or selected vendors.

7. AI, Automation, And Data Accuracy

Some services or deliverables may use automation, scripts, machine learning, AI models, extraction tools, classification, generation, data transformation, or decision-support workflows. Outputs may be incomplete, inaccurate, biased, ambiguous, delayed, or unsuitable for a particular use without human review.

You are responsible for reviewing, testing, correcting, approving, submitting, storing, and relying on any output. We do not guarantee perfect accuracy, regulatory compliance, error-free operation, uninterrupted availability, or fitness for high-risk or regulated uses unless expressly agreed in writing.

Our services and deliverables are not intended to provide legal, medical, financial, tax, employment, compliance, or other professional advice.

8. Confidentiality

Each party may receive non-public business, technical, financial, customer, operational, or other confidential information from the other party. The receiving party will use reasonable care to protect confidential information and will use it only as needed to provide or receive services under these Terms.

Confidential information does not include information that is publicly available through no breach of these Terms, already known without restriction, independently developed without use of the disclosing party's confidential information, or lawfully received from another source. Disclosure is permitted when required by law, court order, or government request, provided the receiving party gives notice when legally permitted.

9. Data Privacy And Security

You are responsible for determining whether the services and selected tools are appropriate for your data, including personal, sensitive, regulated, health, financial, employment, customer, or confidential data. You must obtain all required consents and provide all required notices before giving data to us or processing data through deliverables.

We will use reasonable care with data accessed while providing services. We do not provide regulated data processing, compliance certification, security audit, or security assurance unless expressly stated in a Scope Document or separate data processing agreement.

10. Ownership And License

You retain ownership of your data, content, branding, business materials, account assets, and pre-existing intellectual property.

Upon full payment, you receive ownership of custom deliverables specifically created for you under the applicable Scope Document, except for PDX Intelligence Materials. PDX Intelligence Materials include our pre-existing code, reusable components, templates, libraries, deployment scripts, documentation patterns, designs, methods, know-how, processes, general-purpose tools, and materials developed independently of you or reusable across clients.

To the extent PDX Intelligence Materials are included in a deliverable, we grant you a non-exclusive, perpetual, paid-up license to use them as part of the deliverable for your internal business purposes. Unless a Scope Document states otherwise, you may not resell, sublicense, publish, distribute, or commercialize PDX Intelligence Materials as a standalone product.

11. Portfolio And Marketing Use

Unless you object in writing, we may identify you by name and logo and may describe the general nature of the work in our portfolio, proposals, website, case studies, or marketing materials. We will not disclose your confidential information without permission.

12. Acceptable Use

You may not use our services or deliverables for unlawful, harmful, deceptive, infringing, abusive, exploitative, privacy-invasive, or unauthorized purposes. You may not use deliverables to process data you do not have the legal right or required consent to process, or to violate third-party platform policies or applicable law.

13. Independent Contractor

We provide services as an independent contractor and are not your employee, partner, agent, joint venturer, or fiduciary. We control the manner and means of performing the services, subject to the agreed scope and reasonable project requirements.

14. Warranty Disclaimer

Except as expressly stated in a Scope Document, the services and deliverables are provided on an as is and as available basis. We disclaim all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, non-infringement, uninterrupted operation, error-free performance, security, accuracy, and compatibility with future third-party platform changes.

15. Limitation Of Liability

To the maximum extent permitted by law, our total liability arising from the services, deliverables, or these Terms will not exceed the amount you paid us for the specific services giving rise to the claim during the three (3) months before the event giving rise to liability.

We will not be liable for indirect, incidental, special, consequential, punitive, or exemplary damages, including lost profits, lost revenue, lost data, business interruption, inaccurate outputs, compliance penalties, third-party service failures, or replacement service costs.

16. Indemnification

You agree to defend, indemnify, and hold PDX Intelligence harmless from claims, damages, liabilities, penalties, costs, and expenses arising from your data, content, instructions, business operations, legal or regulatory obligations, misuse of deliverables, third-party accounts, violation of law, or violation of third-party terms.

17. Suspension And Termination

We may suspend or terminate services if you fail to pay amounts due, withhold required access or information, violate these Terms, misuse deliverables, create security or legal risk, or ask us to perform work we reasonably believe is unlawful, harmful, unethical, or outside the agreed scope.

Either party may terminate future work if the other party materially breaches these Terms and does not reasonably cure the breach after notice. Termination does not affect payment obligations, confidentiality obligations, ownership provisions, warranty disclaimers, limitations of liability, indemnification obligations, or other provisions intended to survive termination.

18. Changes To These Terms

We may update these Terms from time to time. Updated Terms apply to new services, new Scope Documents, renewals, and continued engagements after the effective date of the update. Material changes will not retroactively alter a previously approved Scope Document unless both parties agree in writing.

19. Governing Law And Disputes

These Terms are governed by the laws of the State of Oregon, without regard to conflict-of-law rules, unless a Scope Document states a different governing law. The parties will first try in good faith to resolve disputes through informal discussion before filing a claim, except for claims involving confidentiality, intellectual property, unpaid fees, or urgent equitable relief.

20. General Terms

You may not assign these Terms without our written consent, except to a successor in connection with a merger, acquisition, reorganization, or sale of substantially all assets. Notices may be sent by email to the addresses used in the applicable project or Scope Document. If any provision is unenforceable, the remaining provisions remain in effect. Failure to enforce a provision is not a waiver. These Terms and applicable Scope Documents are the entire agreement between the parties for the services and supersede prior discussions about the same subject matter.

21. Contact

Questions about these Terms or our services may be sent to: contact@pdxintelligence.com