

## **Terms of Service**

**Last Updated: January 1, 2026**

These Terms of Service (“**Terms**”) govern access to and use of the Playbook platform, including its websites, applications, mobile applications, APIs, and related services (collectively, the “**Services**”), provided by **PYBK, Inc.**, doing business as **Playbook** (“**Playbook**,” “**we**,” “**us**,” or “**our**”).

By clicking “I agree,” creating an account, starting a free trial, purchasing a subscription online, or otherwise accessing or using the Services, you acknowledge that you have read, understood, and accepted these Terms and the **Privacy Policy**, which together form a legally binding agreement without the need for a handwritten signature.

**Where applicable, the Playbook Data Processing Addendum (“DPA”), the Playbook AI Use Policy, and the Playbook Acceptable Use Policy (“AUP”), each available on our website, are incorporated into these Terms by reference.**

**Enterprise customers may be eligible for service level commitments under a separate Service Level Agreement (“SLA”) incorporated into an applicable Order Form. No SLA applies unless expressly agreed in writing.**

If you do not agree, you may not use the Services.

### **1. The Services**

Playbook provides cloud-based software for scheduling, work management, collaboration, document sharing, chat, AI-assisted features, APIs, and related workflows.

The Services may be accessed through web interfaces, mobile applications, APIs, or other authorized access methods.

We may modify, update, suspend, or discontinue any part of the Services at any time. We will use commercially reasonable efforts to provide notice of material changes where practicable.

### **2. Eligibility and Accounts**

You must be at least 18 years old to use the Services.

You are responsible for:

- Providing accurate and complete account information
- Maintaining the security of login credentials
- All activity under your account, including actions by authorized users, guest users, and API clients

You are solely responsible for configuring user roles, permissions, guest access, and API access. Playbook is not responsible for unauthorized access or disclosure resulting from customer-configured permissions or credential sharing.

### **3. Subscription Grant and Use**

Subject to these Terms, Playbook grants you a limited, non-exclusive, non-transferable, revocable right to access and use the Services solely for your internal business purposes and not for resale, sublicensing, or service-bureau use, during the applicable subscription or trial period.

No rights are granted except as expressly stated.

### **4. Free Trials**

Playbook may offer free or trial access to the Services at its discretion.

Trial access may be limited in duration, features, usage, storage, or data retention.

Unless otherwise stated, trial access will automatically expire and may require conversion to a paid subscription to continue using the Services or retain Customer Content.

Playbook makes no guarantees regarding availability or functionality during trial periods.

### **5. Customer Content**

#### **Ownership**

You retain all rights to content, data, files, and materials uploaded or generated through the Services (“Customer Content”).

#### **License to Playbook**

You grant Playbook a limited, worldwide license to host, store, process, transmit, display, back up, and analyze Customer Content solely as necessary to operate, secure, support, and improve the Services, in accordance with the Privacy Policy.

You represent that you have all rights necessary to submit Customer Content and that such content complies with applicable law.

## **6. Confidentiality**

Each party agrees to protect the other party's non-public, confidential, or proprietary information disclosed in connection with the Services and to use such information solely for purposes of performing under these Terms, except as permitted by law or the Privacy Policy.

## **7. Acceptable Use**

Use of the Services is subject to the **Playbook Acceptable Use Policy**, which forms part of these Terms.

Without limiting the AUP, you may not:

- Use the Services for unlawful, fraudulent, or unauthorized purposes
- Upload malware or interfere with system integrity or security
- Attempt unauthorized access or security testing
- Reverse engineer, copy, or create derivative works of the Services
- Use the Services to build or benchmark competing products
- Scrape data, bulk export content, or abuse APIs beyond documented limits
- Use AI features in violation of applicable law or third-party rights

Playbook may suspend or terminate access for violations in accordance with these Terms.

## **8. Artificial Intelligence**

The Services may include AI-powered features that generate probabilistic outputs. AI outputs:

- Are provided "as is"
- May be inaccurate or incomplete
- Do not constitute professional, legal, engineering, safety, or financial advice

You are solely responsible for reviewing and validating outputs prior to reliance. Use of AI-powered features is subject to the **Playbook AI Use Policy**, which forms part of these Terms.

## **9. Mobile Access**

The Services may be accessed through mobile applications. Functionality may vary by device, operating system, or platform.

Playbook is not responsible for availability, performance, or limitations imposed by mobile platforms, operating systems, app marketplaces, or mobile network providers.

## **10. Third-Party Services and APIs**

The Services may integrate with third-party platforms or provide APIs allowing access to data at your direction.

Playbook does not control third-party services and is not responsible for their availability, security, or data practices. Use of third-party services is governed by their terms.

You are responsible for all activity conducted through your API credentials.

## **11. Fees and Payment**

Certain features or plans may require payment. Fees, billing terms, and plan details will be disclosed at the time of purchase or subscription.

Fees are billed in advance and are non-refundable unless expressly stated otherwise. Failure to pay may result in suspension or termination of access.

## **12. Suspension, Termination, and Data Access**

You may stop using the Services at any time.

Playbook may suspend or terminate access if:

- These Terms or the AUP are violated
- Use poses security, legal, or operational risk
- Payment obligations are not met

### **Data Access and Deletion Following Suspension or Termination**

Following suspension or termination of access, including due to non-payment, Playbook may restrict access to Customer Content. Customer Content will be retained and deleted in accordance with the Privacy Policy. Customers are responsible for exporting Customer Content prior to deletion.

Upon termination, your right to use the Services will cease.

### **13. Feedback**

If you provide suggestions, ideas, or feedback regarding the Services, you grant Playbook a non-exclusive, perpetual, irrevocable, royalty-free right to use and incorporate such feedback without restriction or compensation.

### **14. Disclaimers**

THE SERVICES ARE PROVIDED **“AS IS” AND “AS AVAILABLE.”**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PLAYBOOK DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Playbook does not guarantee uninterrupted or error-free operation.

### **15. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- PLAYBOOK SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES
- PLAYBOOK’S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO PLAYBOOK IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM

These limitations apply regardless of legal theory.

### **16. Indemnification**

You agree to indemnify and hold harmless Playbook from claims, damages, losses, or expenses arising out of:

- Your use of the Services

- Customer Content
- Violation of these Terms, the AUP, or applicable policies
- Third-party services, integrations, or APIs you authorize

## **17. Export Controls and Sanctions**

You may not use the Services in violation of applicable export control or sanctions laws. You represent that you are not subject to trade restrictions prohibiting use of the Services.

## **18. Force Majeure**

Playbook shall not be liable for failure or delay in performance resulting from events beyond its reasonable control, including natural disasters, labor disputes, internet or hosting failures, governmental actions, or utility interruptions.

## **19. Independent Relationship**

Nothing in these Terms creates any partnership, joint venture, agency, or fiduciary relationship between the parties.

## **20. Assignment**

You may not assign these Terms without Playbook's prior written consent. Playbook may assign these Terms in connection with a merger, acquisition, reorganization, or sale of assets.

## **21. Governing Law and Venue**

These Terms are governed by the laws of the State of Delaware, without regard to conflict-of-law principles.

All disputes shall be brought exclusively in the state or federal courts located in Delaware, and the parties waive any objection to venue.

If any provision of these Terms is held unenforceable, the remaining provisions shall remain in full force and effect.

## **22. Notices**

Legal notices to Playbook must be sent to **contact@pybk.ai** and will be deemed received upon confirmation of delivery.

## **23. Interpretation**

Section headings are for convenience only and do not affect interpretation.

## **24. Survival**

Sections relating to intellectual property, confidentiality, disclaimers, limitation of liability, indemnification, governing law, and any provisions which by their nature should survive termination shall survive termination of these Terms.

## **25. Entire Agreement**

These Terms, the Privacy Policy, the DPA, the AI Use Policy, and the AUP constitute the entire agreement between the parties regarding the Services and supersede all prior or contemporaneous agreements, representations, or understandings.

## **26. Changes to These Terms**

We may update these Terms from time to time. Continued use of the Services after changes become effective constitutes acceptance of the revised Terms.

## **27. Contact Information**

**PYBK, Inc.**

Email: **contact@pybk.ai**