

# TERMS OF SERVICE

## AI-First Consulting

Last Updated: 2025-Jun-16

### 1. ACCEPTANCE OF TERMS

These Terms of Service ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and AI-First Consulting ("Company," "we," "us," or "our"), governing your access to and use of our website at <https://ai-first.ca> (the "Website") and all related services, including but not limited to consulting services, webinars, educational content, and information resources (collectively, the "Services").

By accessing or using our Website or Services, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use our Website or Services.

### 2. ABOUT OUR SERVICES

AI-First Consulting provides artificial intelligence consulting services, educational webinars, and related resources to help Atlantic Canadian organizations adopt AI technologies. Our services include:

- AI strategy consulting and implementation guidance
- Educational webinars and workshops
- AI adoption blueprints and frameworks
- Sector-specific AI consulting for associations, non-profits, professional services, and manufacturing organizations
- Surveys and research related to AI adoption
- Newsletter and educational content distribution

### 3. ELIGIBILITY AND USER ACCOUNTS

#### 3.1 Age Requirement

You must be at least 18 years of age to use our Services. By using our Services, you represent and warrant that you are at least 18 years old.

#### 3.2 Capacity

You represent and warrant that you have the legal capacity to enter into these Terms and to use our Services in accordance with these Terms.

#### 3.3 Business Use

If you are using our Services on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms.

## **4. PRIVACY AND DATA PROTECTION**

### 4.1 Compliance with Privacy Laws

We are committed to protecting your privacy and complying with applicable Canadian privacy laws, including:

- Personal Information Protection and Electronic Documents Act (PIPEDA)
- Nova Scotia Personal Health Information Act (PHIA), where applicable
- Other applicable federal and provincial privacy legislation

### 4.2 Information Collection

We collect the following types of information:

#### **Contact Information:**

- Full name
- Email address
- Company name (optional)
- Phone number (optional)
- Consultation topic preferences
- Messages and inquiries

#### **Survey Information:**

We may collect survey responses and feedback. We will clearly indicate whether survey responses are anonymous or identifiable at the time of collection.

#### **Newsletter Information:**

Email addresses are collected on an opt-in basis only for our newsletter and educational content distribution.

### 4.3 Use of Information

We use your information for the following purposes:

- Providing consulting services and responding to inquiries
- Sending newsletters and educational content (with your consent)
- Conducting research and surveys related to AI adoption
- Improving our Services
- Complying with legal obligations

### 4.4 Consent

By providing your information, you consent to its collection, use, and disclosure as described in these Terms and our Privacy Policy. You may withdraw your consent at any time by contacting us at [sales@ai-first.ca](mailto:sales@ai-first.ca).

#### 4.5 Data Retention

We retain your personal information only as long as necessary to fulfill the purposes for which it was collected, or as required by law. Typically, this means:

- Contact information: Retained for 7 years after last contact
- Newsletter subscriptions: Until you unsubscribe
- Survey responses: As specified at the time of collection

#### 4.6 Data Security

We implement appropriate technical and organizational safeguards to protect your personal information against unauthorized access, disclosure, alteration, or destruction.

### 5. ACCEPTABLE USE

#### 5.1 Permitted Uses

You may use our Services for legitimate business and educational purposes consistent with these Terms.

#### 5.2 Prohibited Uses

You agree not to:

- Use our Services for any unlawful purpose or in violation of any applicable law
- Interfere with or disrupt our Services or servers
- Attempt to gain unauthorized access to our systems or networks
- Transmit viruses, malware, or other harmful code
- Harass, abuse, or harm other users
- Impersonate any person or entity
- Collect or harvest information about other users
- Use our Services to spam or send unsolicited communications
- Violate any intellectual property rights
- Engage in any activity that could damage our reputation or business

### 6. INTELLECTUAL PROPERTY

#### 6.1 Our Content

All content, materials, and intellectual property on our Website and in our Services, including but not limited to text, graphics, logos, trademarks, software, and methodologies, are owned by AI-First Consulting or our licensors and are protected by copyright, trademark, and other intellectual property laws.

#### 6.2 Limited License

We grant you a limited, non-exclusive, non-transferable license to access and use our Services for your personal or internal business use, subject to these Terms.

### 6.3 User Content

If you submit any content, feedback, or suggestions to us, you grant us a perpetual, irrevocable, worldwide, royalty-free license to use, modify, and distribute such content for business purposes.

## 7. SERVICES AND AVAILABILITY

### 7.1 Service Availability

We strive to maintain the availability of our Services but do not guarantee uninterrupted access. We may modify, suspend, or discontinue any aspect of our Services at any time without notice.

### 7.2 Third-Party Services

Our Services may integrate with or link to third-party services. We are not responsible for the availability, accuracy, or content of third-party services.

## 8. FEES AND PAYMENT

### 8.1 Consulting Services

Fees for consulting services are negotiated separately and governed by individual service agreements. Payment terms will be specified in such agreements.

### 8.2 Free Services

Many of our Services, including webinars and educational content, are provided free of charge. We reserve the right to change this at any time.

## 9. DISCLAIMERS AND LIMITATION OF LIABILITY

### 9.1 Disclaimers

OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

### 9.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL AI-FIRST CONSULTING BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO YOUR USE OF OUR SERVICES.

OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS RELATING TO OUR SERVICES SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

### 9.3 Basis of Bargain

These limitations of liability are fundamental elements of the basis of the bargain between you and us.

## 10. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless AI-First Consulting, its officers, directors, employees, and agents from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to your use of our Services or violation of these Terms.

## 11. TERMINATION

### 11.1 Termination by You

You may stop using our Services at any time. You may request deletion of your information by contacting us.

### 11.2 Termination by Us

We may suspend or terminate your access to our Services at any time, with or without cause, with or without notice.

### 11.3 Effect of Termination

Upon termination, your right to use our Services will cease immediately. Provisions that by their nature should survive termination will survive.

## 12. GOVERNING LAW AND JURISDICTION

These Terms are governed by and construed in accordance with the laws of Nova Scotia and the federal laws of Canada applicable therein. Any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the courts of Nova Scotia.

## 13. DISPUTE RESOLUTION

### 13.1 Informal Resolution

Before initiating formal proceedings, you agree to attempt to resolve any disputes informally by contacting us.

### 13.2 Binding Arbitration

If informal resolution is unsuccessful, disputes may be resolved through binding arbitration in Nova Scotia in accordance with the Arbitration Act of Nova Scotia.

## **14. MODIFICATIONS TO TERMS**

We reserve the right to modify these Terms at any time. We will notify users of material changes by posting the updated Terms on our Website with a new "Last Updated" date. Your continued use of our Services after such changes constitutes acceptance of the modified Terms.

## **15. SEVERABILITY**

If any provision of these Terms is found to be unenforceable or invalid, the remaining provisions will remain in full force and effect.

## **16. ENTIRE AGREEMENT**

These Terms, together with our Privacy Policy and any other agreements referenced herein, constitute the entire agreement between you and us regarding your use of our Services.

## **17. CONTACT INFORMATION**

If you have any questions about these Terms or our Services, please contact us at:

### **AI-First Consulting**

Email: [sales@ai-first.ca](mailto:sales@ai-first.ca)

## **18. NEWSLETTER AND COMMUNICATIONS**

### 18.1 Opt-In Consent

We will only send you newsletters and marketing communications if you have explicitly opted in to receive them.

### 18.2 Unsubscribe

You may unsubscribe from our communications at any time by clicking the unsubscribe link in any email or by contacting us directly.

### 18.3 Compliance with CASL

Our email communications comply with Canada's Anti-Spam Legislation (CASL).

## **19. SURVEY PARTICIPATION**

### 19.1 Voluntary Participation

Participation in our surveys is voluntary. We will clearly indicate whether survey responses are anonymous or will be linked to your identity.

### 19.2 Use of Survey Data

Survey data may be used for research purposes, business improvement, and industry reporting. We will specify the intended use at the time of survey collection.

### 19.3 Anonymization

When survey responses are collected anonymously, we implement measures to ensure responses cannot be linked back to individual participants.