

# Invoke Innovations Terms of Service

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## 1. Introduction

These Terms of Service ("Terms of Service") are a legal agreement between you ("Customer" or "You") and Invoke Innovations, Inc. ("Invoke") governing your use of this subscription service ("Ergo"). By accessing or using Ergo, you agree to comply with these Terms of Service, which Invoke may modify at any time. If you do not agree with any part of these Terms of Service, do not use the Ergo.

## 2. Intellectual Property Rights

All intellectual property rights in Ergo and its contents are owned by Invoke.

## 3. Restrictions

You may not:

- a. Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of Ergo or API.
- b. Reproduce, modify, adapt, translate, or create derivative works based on Ergo.
- c. Use Ergo for any illegal, unethical, or harmful purposes.
- d. Share your login credentials or otherwise allow unauthorized access to Ergo.
- e. Remove, alter, or obscure any copyright, trademark, or other proprietary notices from the provided services or on Ergo.
- f. Rent, lease, distribute, license, sublicense, sell, transfer, assign, distribute or otherwise provide access to Ergo to a third party.
- g. Incorporate Ergo into any service that you provide to a third party.
- h. Scrape or use web scraping tools to extract data from Ergo.
- i. Use Ergo to provide services, or to create a service that competes with Ergo.
- J. The use of automated systems or software to extract data from Ergo through 'web scraping' is prohibited unless the third party has directly concluded a written license agreement with Invoke Innovations in which permits it access to data within Ergo.

#### **4. Disclaimer of Warranty**

Ergo is provided "as is" without any warranties of any kind, whether express or implied. Ergo does not warrant that the subscription services will be error-free or uninterrupted. You use Ergo at your own risk.

#### **5. Limitation of Liability**

**INVOKE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF ERGO. INVOKE'S TOTAL LIABILITY UNDER THESE TERMS OF SERVICE SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR YOUR SUBSCRIPTION.**

#### **6. Privacy and Security**

Invoke will collect and process your personal data in accordance with its Privacy Policy. By using the Ergo, you consent to such data processing practices.

#### **7. Termination**

**Invoke** reserves the right to suspend or terminate your access to Ergo at any time for any reason, with or without notice. Upon termination, you must cease all use of Ergo.

#### **8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any principles of conflicts of law. Each party waives their right to a jury trial.

#### **9. Contact Us**

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

By using the Ergo, you acknowledge that you have read and understood these Terms of Service and agree to be bound by its terms and conditions.