

EMPOWERED ALLIANCES

PriorityLab

Terms of Service

Effective: June 15, 2026

Last updated: June 15, 2026

These Terms of Service constitute a legally binding agreement between you and Empowered Alliances. Please read them carefully before using PriorityLab. If you do not agree, do not use the service.

1. Agreement to Terms

By accessing or using PriorityLab ("the Service," "the Platform," "we," "us," or "our") at prioritylab.empoweredalliances.com or through any related application, you ("User," "you," "your") agree to be bound by these Terms of Service ("Terms"), our Privacy Policy, and any additional terms that apply to specific features. If you are using the Service on behalf of an organization, you represent that you have authority to bind that organization to these Terms.

Empowered Alliances ("Company") reserves the right to update these Terms at any time. We will notify you of material changes by posting the updated Terms at this URL and updating the "Last updated" date. Continued use of the Service after changes take effect constitutes acceptance of the revised Terms.

2. Description of Service

PriorityLab is a cloud-based, AI-assisted group decision-making platform that enables facilitators ("Session Leaders") to guide teams through a structured seven-step process: Session Context, Challenge Question, Ideation, Organization, Evaluation, Prioritization, and Decision Brief. Participants may join sessions via shared links without creating an account.

The Service includes AI-generated content (ideas, clustered themes, evaluation rationale, prioritization questions, and decision narratives). All AI-generated content is a starting point for human discussion and decision-making. The Service does not make decisions on behalf of users or their organizations. All decisions remain solely with the human participants.

3. Accounts and Registration

3.1 Account Creation

To use the full Service as a Session Leader, you must create an account with a valid email address and complete email verification. You agree to provide accurate, current, and complete information and to keep your account information updated.

3.2 Account Security

You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. Notify us immediately at support@empoweredalliances.com if you suspect unauthorized access. We are not liable for losses arising from unauthorized use of your account.

3.3 Anonymous Participants

Participants who join sessions via a shared link may do so without creating an account. Anonymous participants provide a first name only and have no persistent account. Their session contributions are associated with the session record and subject to the data retention terms in Section 9.

3.4 Account Termination by User

You may request deletion of your account and all associated data at any time by contacting support@empoweredalliances.com. We will process verified deletion requests within 30 days. See Section 9 for data retention details.

4. Subscription Plans and Payment

4.1 Plans

The Service is offered under several subscription tiers (currently Starter, Pro, and Team) and a 14-day free trial. Plan features, pricing, and limits are described at prioritylab.empoweredalliances.com/pricing. We reserve the right to modify plan features and pricing with 30 days' notice to existing subscribers.

4.2 Free Trial

New accounts receive a 14-day free trial with full access to the Service. No credit card is required to start a trial. At the end of the trial period, your account will convert to a read-only free state unless you subscribe. No charges are applied automatically at trial end.

4.3 Billing

Paid subscriptions are billed in advance on a monthly or annual basis through our payment processor, Stripe. All fees are in U.S. dollars and are non-refundable except as described in Section 4.6 or as required by applicable law. By providing payment information, you authorize us to charge the applicable subscription fees.

4.4 Annual Subscriptions

Annual subscribers receive a 20% discount and, during the introductory pricing period, a rate-lock guarantee: your subscription price will not increase for as long as your annual subscription remains active and in good standing. Rate locks do not apply to monthly subscriptions.

4.5 Cancellation

You may cancel your subscription at any time through the Manage Billing portal within the Service. Cancellation takes effect at the end of the current billing period. You retain access to the Service until the period ends. We will never automatically restart a canceled subscription without your explicit re-authorization.

4.6 Refunds

Subscription fees are generally non-refundable. Exceptions may be made at our sole discretion for documented service outages of more than 24 consecutive hours, billing errors, or other extraordinary circumstances. Refund requests must be submitted within 30 days of the charge to support@empoweredalliances.com.

4.7 Failed Payments

If a payment fails, we will notify you by email and attempt to collect payment in accordance with Stripe's retry logic. If payment remains unsuccessful after retry attempts, your account will be suspended and converted to a read-only state. Your data will be preserved during suspension for the retention period applicable to your last active plan.

We are committed to no-surprise billing. We will never charge you without your explicit authorization, and we will always notify you before any billing event.

5. Acceptable Use

5.1 Permitted Use

You may use the Service for lawful business, organizational, educational, and community decision-making purposes, including but not limited to strategic planning, prioritization workshops, team decision-making sessions, and facilitation services.

5.2 Prohibited Conduct

You may not:

- Use the Service for any unlawful purpose or in violation of applicable laws or regulations
- Upload, transmit, or process content that is defamatory, obscene, threatening, or infringes any third-party intellectual property rights
- Attempt to gain unauthorized access to the Service, its servers, or any related systems
- Use automated tools, bots, or scripts to access or scrape the Service without written permission
- Reverse engineer, decompile, or attempt to extract the source code of the Service
- Resell, sublicense, or commercially exploit the Service without a written reseller agreement
- Interfere with or disrupt the integrity or performance of the Service
- Impersonate any person or entity or misrepresent your affiliation with any person or entity
- Use the Service to transmit unsolicited communications or conduct phishing activities

5.3 Content Standards

You are solely responsible for all content you upload, submit, or generate through the Service. You represent that you have all necessary rights to submit such content and that it does not violate any third-party rights or applicable law.

5.4 AI Usage

AI-generated content within the Service is produced by large language models and may contain inaccuracies, errors, or content that requires human review. You agree not to rely solely on AI-generated content for consequential decisions without independent verification. The Company is not responsible for decisions made based on AI-generated output.

6. Intellectual Property

6.1 Our IP

The Service, including its software, design, AI prompts, workflows, and branding, is owned by Empowered Alliances and protected by intellectual property laws. These Terms do not transfer any ownership rights to you.

6.2 Your Content

You retain all intellectual property rights in content you submit to the Service ("Your Content"). By submitting content, you grant us a limited, non-exclusive, royalty-free license to process, store, and display Your Content solely to provide the Service to you. We do not use Your Content to train AI models.

6.3 AI Output

AI-generated content produced during your sessions is yours to use, subject to the license terms of the underlying AI provider (currently Google Gemini via the Lovable AI Gateway). The Company makes no representations about the ownership or copyrightability of AI-generated output.

6.4 Feedback

If you provide feedback, suggestions, or ideas about the Service, you grant us a perpetual, irrevocable, royalty-free license to use such feedback without restriction or compensation to you.

7. Third-Party Services

The Service integrates with third-party providers including Supabase (database and authentication), Stripe (payment processing), and the Lovable AI Gateway (AI generation). Your use of these integrations is also subject to the terms and privacy policies of those providers. We are not responsible for the practices of third-party providers.

Links to third-party websites or services within the platform are provided for convenience and do not constitute endorsement. We are not responsible for the content, accuracy, or practices of third-party sites.

8. Disclaimers and Limitation of Liability

8.1 Service Provided As-Is

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR UNINTERRUPTED OR ERROR-FREE OPERATION. WE DO NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT AI-GENERATED CONTENT WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR ANY PARTICULAR PURPOSE.

8.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EMPOWERED ALLIANCES AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR BUSINESS OPPORTUNITIES, ARISING FROM YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE GREATER OF (A) THE TOTAL

FEES PAID BY YOU IN THE 12 MONTHS PRECEDING THE CLAIM OR (B) ONE HUNDRED U.S. DOLLARS (\$100).

8.3 Indemnification

You agree to indemnify, defend, and hold harmless Empowered Alliances and its officers, directors, employees, and agents from any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from (a) your use of the Service, (b) Your Content, (c) your violation of these Terms, or (d) your violation of any third-party rights.

9. Data Retention and Deletion

9.1 Session Data Retention

Session data is retained for the period applicable to your subscription plan: 90 days for Starter and Pro monthly plans, and 365 days for Pro annual and Team plans. Retention is measured from the date of last activity on each session. Actively edited sessions extend their retention window automatically.

9.2 Account Deletion

Upon request, we will delete your account and all associated session data, including participant submissions and Decision Briefs, within 30 days. Data may be retained for up to 30 additional days in backup systems before permanent removal.

9.3 Post-Cancellation

After subscription cancellation, your account enters a read-only state for the remainder of your billing period. Following the billing period, session data is retained for 30 additional days to allow export, then permanently deleted.

9.4 Anonymous Participant Data

Anonymous participant data (first name only, session contributions) is tied to the session record and deleted when the session is deleted or expires under the retention policy above.

10. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Texas, United States, without regard to its conflict of law provisions. Any disputes arising under these Terms shall first be addressed through good-faith negotiation. If negotiation fails, disputes shall be resolved through binding arbitration under the rules of the American Arbitration Association in Dallas, Texas, except that either party may seek injunctive relief in a court of competent jurisdiction to protect intellectual property rights.

YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION AGAINST THE COMPANY.

11. General Provisions

11.1 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and the Company regarding the Service and supersede all prior agreements.

11.2 Severability

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

11.3 Waiver

Failure to enforce any provision of these Terms does not constitute a waiver of our right to enforce it in the future.

11.4 Assignment

You may not assign your rights under these Terms without our written consent. We may assign our rights to a successor in connection with a merger, acquisition, or sale of assets.

11.5 Contact

For questions about these Terms, contact us at legal@empoweredalliances.com or: Empowered Alliances, legal@empoweredalliances.com.

PriorityLab by Empowered Alliances • Teams decide. AI accelerates.