

SUPPORT, PRIVACY AND TERMS

Support Privacy and Terms and Conditions

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FUNDABILITY is an independent venture-intelligence and decision-support business. This document covers support, orders, submissions, privacy and reports. The Support and Order Terms and the Terms and Conditions together form the Terms. “We” means the FUNDABILITY service provider identified in your order acknowledgment; “you” includes an organization you are authorized to represent.

Support and Order Terms

Contact

Send orders, authorized company materials, receipts and order references to orders@gofundability.com. For help, corrections, cancellation/refund requests, privacy or security, email support@gofundability.com with “FUNDABILITY Support”, “FUNDABILITY Privacy” or “FUNDABILITY Security” in the subject. Include your company, order reference and request. Do not email credentials, payment-card details or unnecessary sensitive information. Support is not an emergency service.

1 Scope and payment

Select PitchLab, Venture Assessment, Full Due Diligence or ValuationLab. Unless expressly stated otherwise, each one-time USD fee covers one company, one selected review and a professionally prepared PDF report based on the agreed materials. Track-specific companions are included as described on the order page, subject to the stated source and tool limitations. The scope, total price, any applicable tax or additional charge, and estimated delivery must be disclosed before payment. Additional work requires your agreement to its scope and price.

Each new assessment includes an Executive summary and Priority action items. The assessment objective and primary report audience (Founder or Investor) are captured separately. Audience changes the emphasis of findings, not the scoring method or evidence standards. Action items identify priorities, suggested owner roles, proposed timing, required evidence, acceptance criteria and decision use. Track-specific companions are provided as described in the agreed scope.

2 Delivery and incomplete submissions

Processing starts once payment is verified, the order is accepted and all required materials are received. We confirm completeness and the delivery estimate by email. An estimate must be shown or provided before payment; contact us before ordering if none is stated. If payment was taken without an estimate, we will confirm it before substantive work starts, and you may cancel for a full refund until then. A firm deadline applies only if expressly agreed in writing by an authorized representative.

Reports and any included companions are delivered electronically to the confirmed contact. Missing inputs or customer responses pause the delivery clock. We will notify you of material delays and propose a revised estimate; you may instead cancel under section 4. An incomplete submission does not automatically forfeit your payment. We may pause it or propose a narrower review for your agreement.

3 Corrections and additional work

We correct our factual transcription or calculation errors within the original source scope without an additional fee. Identify the statement and supporting source. New documents, changed business facts, additional companies, a different track, strategic rewrites or reassessments are additional work unless expressly included in the order. Disagreement with a reasoned conclusion does not itself establish an error.

4 Cancellations and refunds

Email support@gofundability.com with your order reference to cancel. Before substantive work starts, the order is refundable in full. Substantive work means company-specific source review, research, analysis or report preparation; routine scheduling or payment administration alone does not count. Payment and submission authorize substantive work once the conditions in section 2 are met.

After work starts, we refund the portion attributable to uncompleted work. Any deduction is limited to a reasonable, documented proportion of the order price for agreed work completed before we received the cancellation, with an explanation on request. If we cannot deliver the agreed service for reasons within our control, we refund the fee in full unless you agree in writing to accept partial delivery and a proportional refund. Approved refunds are initiated without undue delay through the original payment method where practicable; bank posting times vary.

An unfavorable score, disclosed evidence gap or “valuation not established” conclusion is not by itself a failure to deliver the purchased review. These rules do not restrict mandatory cancellation, refund or other statutory rights. The liability exclusions and cap do not reduce refunds expressly due under this section.

Privacy

Information and purposes

We receive contact and company details, correspondence, order and payment records, submitted documents, reports and review records. Submissions may contain information about founders, employees, customers or others. Wix and connected services may receive IP addresses, device and browser information, visited pages, cookie identifiers and diagnostic records.

We use relevant information to answer inquiries, administer orders and refunds, perform the requested analysis, check sources and report quality, deliver results, provide support, protect systems and meet legal and operational obligations. Where a legal basis is required, it may be the requested contract, legitimate interests in service administration and security, legal obligations, or consent where required.

Processing and recipients

Authorized FUNDABILITY personnel and service providers process information needed for these purposes. Providers include Wix, approved email and storage systems, and OpenAI or ChatGPT in the authorized workspace. The payment provider identified at checkout processes payment details under its own notice; we receive transaction references, payment status and related administration records. Enter payment-card details only through the approved payment page.

Providers may process information in the United States or other countries under applicable terms and safeguards. AI retention and any model-improvement use depend on the service tier, agreement and workspace settings. This notice promises neither zero retention nor exclusion from training; ask about applicable controls before submitting sensitive material.

We do not sell submitted company materials, intentionally disclose them for third-party advertising, or publish or use them in marketing without separate authorization. Real company materials are kept out of reusable templates and examples. Public research uses public, nonconfidential queries. We may disclose information as required by law, lawful process, or as lawfully needed to investigate misuse, protect rights or address security incidents. Partnership or association alone gives no access to submissions.

Confidentiality and security

Standard submissions do not include an NDA or create a privileged professional relationship. Submit only necessary, authorized information you are comfortable sharing on that basis. Redact unnecessary personal data, trade secrets and highly sensitive information. Do not use standard intake for credentials, payment-card details, government identification numbers, patient records, classified information, controlled unclassified information or export-controlled technical data. Contact support@gofundability.com first about special handling. No transmission or storage method is risk-free; no absolute confidentiality or security guarantee is made. Legal duties remain unaffected.

Retention and privacy requests

Retention depends on the record purpose, applicable workspace and provider settings, and legal or preservation requirements. Backups, legal holds or mandatory recordkeeping may delay deletion. Email support@gofundability.com to request access, correction, deletion or other applicable rights. We may verify identity and authority and limit requests where law permits or requires. Where applicable, you may object, withdraw consent, appeal or contact a regulator. Withdrawal does not undo earlier lawful processing; statutory rights are not waived.

Cookies other sites and children

Wix uses operational and security cookies; enabled analytics, embeds and integrations may use additional technologies. Use available cookie settings and browser controls. Optional technologies require consent before use where law requires it. Provider notices include wix.com/about/privacy and openai.com/policies/privacy-policy; external sites have their own policies. The service is for adult business users and is not directed to children under 13. Contact us if a child supplied personal information. Material Privacy changes will carry an updated date and any additional notice or consent legally required.

Terms and Conditions

5 Acceptance and authority

Review and accept the Terms before payment or submission. You must have legal capacity and authority to bind any organization for which you act. If you do not agree, do not order, submit or use the service. The Privacy notice explains data handling; accepting the Terms is not consent to optional processing requiring separate consent. A separately signed agreement made by an authorized FUNDABILITY representative controls a specific conflict within its scope.

6 Analysis professional advice and outcomes

FUNDABILITY provides AI-assisted educational, planning and decision-support analysis. Reports reflect the reviewed sources, assumptions and date. They may contain errors, omissions, bias or outdated information. Company claims are not independently verified unless corroborating evidence is identified. You must verify material facts and obtain qualified professional advice before relying on a report.

The service and outputs are not investment, financial, legal, tax, accounting or regulatory advice; a credit rating; a certified appraisal or fairness opinion; an offer or solicitation; or a recommendation to invest. No adviser-client, fiduciary, brokerage, agency, joint-venture or partnership relationship with you is created. Full Due Diligence is a document- and source-based service option, not a statutory audit, exhaustive legal investigation, technical certification or substitute for independent diligence.

PitchLab evaluates the submitted pitch; live delivery is unassessed without a reviewed recording. Venture Assessment and Full Due Diligence provide separate investment-thesis and evidence-readiness conclusions. Scores are not probabilities of funding, winning, company success or returns. Valuation methods, scenarios and ranges require adequate evidence and applicable methods. A report may conclude “valuation not established”, which does not mean zero value. A SAFE cap is not a priced-round valuation. No funding, competition result, financing term, valuation, return or other outcome is guaranteed.

7 Your decisions and submissions

You are responsible for accurate, lawful and authorized submissions, including permissions from other people. You remain responsible for decisions, verification, professional advice and legal compliance. Do not make a consequential decision solely from an output. Keep your own copies; FUNDABILITY is not a records archive.

8 Rights and permitted use

You retain rights in your submissions and grant only the rights needed to receive, copy, process and analyze them, deliver the requested report and provide related support through authorized personnel and providers under the Privacy notice. No ownership transfer or general publication or marketing license is granted.

FUNDABILITY branding, original templates, methodology text and protected materials remain with their owners. Internal weights, formulas, thresholds, calibration and control logic are excluded from standard deliverables. You may use and share a lawfully received report for business purposes, respecting third-party rights and preserving its date, context and limitations. Do not misrepresent findings or imply endorsement. No ownership or exclusivity is promised in AI-only output.

9 Misuse third parties and endorsement

Do not submit unlawful, infringing or malicious content, bypass safeguards, obtain unauthorized access or unlawfully extract protected methodology. Third-party links, data and providers are not under our complete control and are not warranted. FUNDABILITY branding identifies the independent service. It does not imply third-party approval, sponsorship, investment advice or endorsement of a company, investment, report recipient or outcome.

10 Protected parties

“Protected Parties” means the FUNDABILITY service provider identified in your order acknowledgment and its officers, employees, reviewers, advisers, contractors, representatives, affiliates and providers, only to the extent involved in delivering FUNDABILITY. Naming a party does not establish a separate legal entity or partnership. Each is an intended beneficiary of sections 11 through 14 to the extent enforceable.

Liability and Legal Provisions

11 Warranty disclaimer and release

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WEBSITE, SERVICE AND OUTPUTS ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITHOUT EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING ACCURACY, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AVAILABILITY OR SECURITY. YOU ASSUME THE RISKS OF LAWFUL USE, RELIANCE AND VOLUNTARY SUBMISSION. TO THAT SAME EXTENT, YOU RELEASE THE PROTECTED PARTIES FROM CLAIMS ARISING FROM THE SERVICE, OUTPUTS OR SUBMISSIONS, INCLUDING ORDINARY NEGLIGENCE. THIS RELEASE DOES NOT APPLY TO LIABILITY OR RIGHTS THAT CANNOT LAWFULLY BE RELEASED OR TO REFUNDS EXPRESSLY DUE UNDER SECTION 4.

12 Exclusions and fallback liability cap

To the maximum extent permitted by law, the Protected Parties have no liability for claims relating to the website, service, outputs or submissions, including loss of funding, investment, profit, opportunity, goodwill or data; business interruption; or indirect, incidental, consequential, special, exemplary or punitive damages, even if foreseeable or previously advised.

If liability remains despite those exclusions, the Protected Parties’ combined aggregate liability for related claims is limited to the greater of US\$100 or the fees you actually paid for the specific FUNDABILITY service giving rise to the claim. The protections apply to contract, tort including ordinary negligence, and other legal theories.

No exclusion, release or cap applies to fraud, willful or wanton misconduct, refunds expressly due under section 4, or liability that applicable law prohibits excluding or limiting, including mandatory privacy, consumer and other statutory rights. The fallback cap does not override mandatory statutory rights or refunds expressly due under section 4.

13 Submission and misuse indemnity

To the extent permitted by law, you will indemnify and hold the Protected Parties harmless from third-party claims, damages and reasonable legal costs caused by unlawful or unauthorized submissions, infringement of third-party rights or misuse in breach of these Terms. This excludes losses caused by a Protected Party's own negligence or misconduct. No settlement may impose an admission or obligation on a Protected Party without its written consent.

14 Applicable law and mandatory rights

Alabama law governs to the extent permitted, subject to mandatory rights and any legally required claims process or forum. Proceedings may be brought only before a body legally authorized to hear them. Nothing in these Terms excludes rights or remedies that applicable law does not permit the parties to exclude.

15 Availability changes and survival

We may decline, limit, suspend or discontinue beta services for capacity, legal, security or operational reasons, subject to binding agreements, section 4 and mandatory law. Material Terms changes apply prospectively after notice and any required acceptance; later postings do not retroactively alter a completed order. Invalid provisions are severed only as law permits. Applicable rights, confidentiality limits, disclaimers, liability limits, indemnities and applicable legal protections survive completion or termination.