

PerfCopilot Terms of Service

• Last updated: 2026-06-08

1. Agreement & definitions

These Terms of Service (the “Terms”) are a binding agreement between you and **NSD LLC, operating as “PerfCopilot”** (“PerfCopilot,” “we,” “us,” or “our”). They cover the marketing website, the PerfCopilot application, and any support, onboarding, or related services we provide (together, the “Service”). Where you purchase a paid plan or sign an order form or enterprise agreement (an “Order”), that Order and these Terms together form a single agreement; if an Order conflicts with these Terms, the Order controls for that subscription.

Key terms used below:

- **Customer** / “you”: the organization (and its authorized users) that registers for or uses the Service.
- **Authorized User**: an employee or contractor of the Customer permitted to use the Service under the Customer's account, with a unique login.
- **Customer Content**: the data you connect, upload, or generate through the Service, including work signals from your connected sources, peer feedback, notes, ratings, and the review drafts produced for your organization.
- **Documentation**: our published docs at </docs>.

2. Access to the service

2.1 License

Subject to these Terms and payment of applicable fees, we grant you a non-exclusive, non-transferable, non-sublicensable right to access and use the Service for your organization's internal business purposes during the term, in accordance with the Documentation and any plan limits (such as seat counts).

2.2 Accounts & authorized users

You designate one or more administrators who are responsible for your account. Each Authorized User must have their own credentials tied to a valid email address; credentials may not be shared. You are responsible for activity under your account and for your Authorized Users' compliance with these Terms, and you must notify us promptly of any unauthorized use or suspected security incident. We may reset credentials where we reasonably suspect a security risk.

2.3 Support, updates & changes to the Service

We provide support on a commercially reasonable basis (see Service levels below). We continuously improve the Service and may add, modify, or remove features, and may suspend access for maintenance, security, or legal reasons (with reasonable notice except in emergencies). If a change materially reduces core functionality you paid for and we cannot restore it, your sole remedy is to terminate the affected subscription and receive a pro-rated refund of pre-paid, unused fees.

2.4 Third-party services

The Service connects to third-party tools you choose to integrate (for example GitHub, Jira, Slack, CRMs, calendar/meeting and HR systems). We do not control those services, do not endorse them, and are not responsible for their availability or acts. By connecting an integration you authorize the exchange of data between that service and PerfCopilot as needed to provide the Service.

3. PerfCopilot AI

The core of the Service uses artificial intelligence to turn your connected work signals into a draft performance review. This section applies whenever you use those AI features.

- **Input and Output.** “Input” is the information (including Customer Content) sent to the AI to generate a result; “Output” is the AI-generated draft or suggestion returned to you.
- **Third-party model.** PerfCopilot AI is powered by third-party model providers (currently Anthropic's Claude, OpenAI's GPT, or Google's Gemini APIs; we may route to any of them). To generate Output, relevant Input is transmitted to the applicable provider. **We do not permit our model providers to use your Input, Output, or Customer Content (including in anonymized or aggregated form) to train or improve their AI/ML models.**
- **Optional and controllable.** AI generation runs only when a manager chooses to generate or regenerate a draft. Drafts are decision support, not decisions.
- **Human oversight; your responsibility.** Output may be inaccurate, incomplete, or biased, and similar Output may be produced for other customers. You are solely responsible for reviewing, editing, and approving any review before it is used, for providing any notices or obtaining any consents your use requires, and for the final content and decisions. The manager who submits a review remains accountable for it.

4. Privacy & security

Our handling of personal data is described in our [Privacy Policy](#), which is incorporated into these Terms. For customers who require it, a Data Processing Addendum (“DPA”) is available and, once executed, governs the processing of personal data and is incorporated by reference. We maintain administrative, technical, and organizational security measures appropriate to the Service; see our [Security](#) page for our current practices and the sub-processors we rely on (including for AI, email, billing, error monitoring, analytics, and hosting). Each party will comply with the privacy and data-protection laws applicable to it.

5. Ownership

5.1 Our property

We and our licensors own the Service, the software, the Documentation, and all related intellectual property, including any improvements, and all usage data, analytics, and statistics we derive (other than Customer Content). You receive only the limited rights expressly granted here. You may not copy, modify, reverse-engineer, or create derivative works of the Service except as the law permits notwithstanding this restriction.

5.2 Your content

As between the parties, you own your Customer Content, including the Input you provide and the Output generated uniquely for your organization. You grant us a non-exclusive, worldwide, royalty-free license, during the term, to host, process, and use Customer Content solely as needed to provide and support the Service. You are responsible for the accuracy and legality of your Customer Content and for having the rights to provide it.

5.3 Aggregated data

We may generate anonymized, aggregated statistics from use of the Service (for example, benchmarks and product analytics). Such data never identifies you, any individual, or your narrative Customer Content, and we may use it to operate and improve our products. This is separate from, and does not permit, AI model training as described in section 3.

5.4 Feedback

If you send us suggestions or feedback, you grant us a perpetual, irrevocable, worldwide, royalty-free license to use it without restriction or obligation.

6. Your responsibilities

6.1 Acceptable use

You agree not to:

- access the Service without authorization, share credentials, or exceed your plan limits;
- resell, lease, or operate a service bureau with the Service, or use it to build a competing product;
- upload malware, attempt to disrupt the Service, or run penetration or load tests without our prior written permission;
- use the Service to harass or surveil employees in bad faith, or in any way that violates applicable employment, labor, privacy, or other law;
- use the AI features, Input, or Output to develop a competing AI/ML model or product, to present AI-generated content as solely human-authored where that would mislead, or to violate any law or third-party right.

6.2 Performance reviews are your decisions

PerfCopilot is a drafting and decision-support tool. We do not make, and have no control over, your employment or HR decisions, and we are not an employer, joint employer, or fiduciary of you or your personnel. You are solely responsible for how reviews are used and for compliance with the laws that apply to your workforce.

6.3 Compliance & export

You are responsible for your lawful use and configuration of the Service. You represent that you are not on, and will not use the Service in violation of, applicable export-control or sanctions laws, and that you are not located in an embargoed region or a restricted party.

7. Subscription & fees

7.1 Plans & billing

PerfCopilot offers a Free plan (limited seats), a Pro plan, and an Enterprise plan; current pricing is on our [Pricing](#) page. Paid plans are billed monthly or annually through our payment processor (Stripe). Fees are stated in U.S. dollars unless an Order says otherwise, and are non-refundable except as expressly provided in these Terms. Seats added mid-term are charged on a pro-rated basis.

Free plan. The Free plan is provided at no charge and with no minimum commitment. You may stop using it or cancel it at any time, for any reason, directly from your account, and we may change, limit, suspend, or discontinue the Free plan (in whole or in part) at any time without liability. The Free plan is provided “as is” with no availability or support commitment.

7.2 Renewal & price changes

Paid subscriptions automatically renew for successive periods equal to the prior term unless you cancel before the renewal date (Pro plans can be canceled at any time from the billing portal, taking effect at the end of the current period). We may change renewal pricing with at least 30 days' notice before the renewal.

7.3 Late payment & taxes

If a payment fails and is not cured within a reasonable notice period, we may suspend the Service until amounts due are paid. You are responsible for applicable taxes other than taxes on our income.

8. Term & termination

These Terms apply while you use the Service or have an active subscription. Either party may terminate for the other's material breach that remains uncured 30 days after written notice (including non-payment that is not disputed in good faith). If you terminate for our uncured breach, we will refund pre-paid, unused fees for the terminated portion.

On termination, your right to use the Service ends. You may export your Customer Content before termination or on request shortly after. We retain Customer Content in an inactive state for up to 30 days after termination and then permanently delete it (subject to backup rotation and any data we must keep to comply with law). Sections on ownership, confidentiality, accrued fees, warranties and disclaimers, indemnification, limitation of liability, dispute resolution, and the general terms survive termination.

9. Warranties & disclaimer

Each party warrants it has the authority to enter into these Terms. We warrant that we will provide the Service in a professional and workmanlike manner consistent with industry standards and in compliance with laws applicable to us. You warrant that you have the rights to provide your Customer Content and to grant the licenses above.

EXCEPT AS EXPRESSLY STATED, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," AND WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND WE DO NOT PROVIDE LEGAL, HR, TAX, OR OTHER PROFESSIONAL ADVICE. AI OUTPUT IS NOT GUARANTEED TO BE ACCURATE OR SUITABLE AND MUST BE REVIEWED BY YOU BEFORE USE. THE SERVICE IS NOT INTENDED FOR PROTECTED HEALTH INFORMATION, AND YOU AGREE NOT TO UPLOAD IT. FREE AND BETA FEATURES ARE PROVIDED WITHOUT WARRANTY OR SERVICE-LEVEL COMMITMENT.

10. Indemnification

By us. We will defend you against third-party claims alleging that the Service, as provided by us and used in accordance with these Terms, infringes that third party's intellectual-property rights, and will indemnify you for amounts finally awarded or agreed in settlement. This does not apply to claims arising from your Customer Content, your modifications, or use of the Service in combination with anything we did not provide.

By you. You will defend and indemnify us against third-party claims arising from your Customer Content, your use of the Service in breach of these Terms, any employment or HR decision or action you take, or your violation of law or third-party rights.

The party seeking indemnity must give prompt notice, allow the other party to control the defense (no settlement that admits liability or imposes obligations without consent), and provide reasonable cooperation. For an IP claim, we may procure the right to continue, modify or replace the affected part, or terminate it and refund pre-paid, unused fees.

11. Limitation of liability

EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS ABOVE, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED THE FEES YOU PAID OR OWED FOR THE SERVICE IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE LIABILITY. THESE LIMITS ARE AN ESSENTIAL BASIS OF THE AGREEMENT AND APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

12. Dispute resolution

The parties will first try in good faith to resolve any dispute informally. If that fails, the dispute will be resolved by binding arbitration administered under the Commercial Arbitration Rules of the American Arbitration Association (or another recognized body for customers outside the U.S.), before a single arbitrator, seated in **the State of Florida. Disputes are resolved individually; class actions and consolidated claims are waived.** Either party may seek injunctive relief in court to protect its confidential information or intellectual property. A claim must be brought within two years of when it arose, or it is permanently barred. Nothing here prevents either party from bringing a qualifying claim in small-claims court.

13. Service levels

We target **99.9% monthly availability** for the paid Service, measured as the percentage of total minutes in the month (excluding scheduled maintenance) during which the Service is available. Availability excludes downtime caused by: scheduled maintenance (announced in advance), factors outside our reasonable control (force majeure), your equipment, network, or configuration, your or your users' acts, and third-party integrations or services we do not control.

You can report incidents at any time to support@perfcopilot.com. During business hours we use commercially reasonable efforts to respond on the following targets:

Priority	Example	Target response
P1: Service down	No one can access the app	4 hours
P2: Major impairment	Generating or submitting reviews fails	8 hours
P3: Limited issue	One source isn't syncing	1 business day
P4: Minor issue	Cosmetic or low-impact bug	2 business days

The Free plan is provided without an availability commitment or support targets. Specific service-level credits, if any, are set out in an Enterprise Order.

14. General

- **Changes to these Terms.** We may update these Terms; for material changes to the online Terms we will give notice (for example, in-app or by email) at least 30 days before they take effect, and continued use after that is acceptance. A signed Order or Enterprise agreement is changed only in writing by both parties.
- **Notices.** Legal notices to us go to legal@perfcopilot.com; we may notify you through the Service or by email to your account contact.
- **Assignment.** Neither party may assign these Terms without the other's consent, except to an affiliate or in connection with a merger, acquisition, or sale of substantially all assets.
- **Force majeure.** Neither party is liable for delay or failure (other than payment obligations) caused by events beyond its reasonable control.
- **Governing law.** These Terms are governed by the laws of **the State of Florida, USA**, without regard to conflict-of-laws rules; the U.N. Convention on Contracts for the International Sale of Goods does not apply.
- **Publicity.** With your permission, we may identify you as a customer using your name and logo; either party may revoke this on reasonable notice.
- **Other.** These Terms (with any Order and incorporated policies) are the entire agreement and supersede prior discussions. If a provision is unenforceable, the rest remains in effect. No waiver is implied. Nothing creates a partnership, joint venture, or agency. "Including" means "including without limitation."

Contact

Questions about these Terms: legal@perfcopilot.com. For everything else: [/contact](#).