

## **Terms of Service**

**Last Updated:** 8/29/2024

### **1. Introduction**

Welcome to SmartDocs, a service provided to you by [Your Company Name]. By accessing or using the SmartDocs website (smart-docs.io) and related services, you agree to comply with and are bound by these Terms of Service. If you do not agree with these terms, please do not use our services.

### **2. User Accounts**

To access certain features of SmartDocs, you may need to create an account. You are responsible for maintaining the confidentiality of your account information, including your password, and for all activities that occur under your account. SmartDocs reserves the right to terminate or suspend your account at any time for any reason.

### **3. Service Description**

SmartDocs provides document management and AI-driven analysis services, including but not limited to document uploading, organization, and AI-powered insights. While we strive to maintain high-quality service, SmartDocs does not guarantee that this service will be uninterrupted, error-free, or secure.

### **4. User Content**

You must retain ownership of any documents or content you upload to SmartDocs. However, by uploading content, you grant SmartDocs a non-exclusive, worldwide, royalty-free license to store, display, and process your content solely for the purpose of providing this service.

### **5. Prohibited Conduct**

You agree not to use SmartDocs for any unlawful or prohibited activities, including but not limited to:

- Uploading or sharing content that infringes on any intellectual property rights.
- Engaging in activities that harm or disrupt the service.
- Attempting to gain unauthorized access to the service or other user accounts.

### **6. Third-Party Services**

SmartDocs may integrate with third-party services, including payment processors and AI models. Your use of these third-party services is subject to their respective terms of service, and SmartDocs is not responsible for any issues that may arise from your use of these services.

## **7. Subscription and Payment**

SmartDocs offers various subscription plans. By subscribing, you agree to pay the applicable fees as outlined on our pricing page. Subscriptions renew automatically unless canceled before the renewal date. All fees are non-refundable. SmartDocs reserves the right to increase subscription costs at any time, giving users adequate notice of the price change.

## **8. Termination**

SmartDocs reserves the right to terminate or suspend your access to the service at any time, with or without notice, for any reason, including but not limited to breach of these Terms of Service.

## **9. Disclaimer of Warranties**

SmartDocs is provided on an "as is" and "as available" basis. We disclaim all warranties, whether expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **10. Limitation of Liability**

To the maximum extent permitted by law, SmartDocs shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your use or inability to use the service; (b) any unauthorized access to or use of our servers and/or any personal information stored therein; (c) any interruption or cessation of transmission to or from the service; or (d) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our service by any third party.

## **11. Indemnification**

You agree to indemnify, defend, and hold harmless SmartDocs, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising out of or in any way connected with your access to or use of the service, your violation of these Terms of Service, or your infringement of any third-party rights.

## **12. Governing Law**

These Terms of Service shall be governed by and construed in accordance with the laws of the jurisdiction in which [Your Company Name] is located, without regard to its conflict of law principles.

## **13. Use of Third-Party Language Model**

SmartDocs utilizes a third-party large language model, to provide certain features and functionalities, including but not limited to document analysis, question answering, and content generation. While we strive to ensure that the information provided by the language model is accurate and useful, we do not guarantee the correctness, completeness, or reliability of the responses generated by the language model.

**Disclaimer:** The information generated by the language model should not be considered as professional or legal advice, and you should verify any information independently. By using SmartDocs, you acknowledge that the responses provided by the language model may contain inaccuracies, and you agree that SmartDocs is not liable for any errors or omissions in the information provided.

## **14. Changes to the Terms of Service**

SmartDocs reserves the right to modify these Terms of Service at any time. Any changes will be effective immediately upon posting on the website. Your continued use of the service following the posting of changes constitutes your acceptance of those changes.

## **15. Contact Information**

If you have any questions about these Terms of Service, please email us at:

***info@smart-docs.io***