

1. Service Description

[COMPANYNAME] provides a tool that helps you gather documentation for insurance content claims:

- **Email Scanning and Data Extraction:** With your authorization, [COMPANYNAME] will connect to your email account (e.g., via OAuth for Gmail/Outlook or via Apple's approved method for iCloud Mail) to scan for and identify electronic receipts, order confirmations, invoices, warranty information, and similar documents that are relevant to insurance claims on damaged or lost personal property. The Service uses automated processes to search your inbox for emails that likely contain such records, and then extracts key information (retailer, item descriptions, purchase dates, prices, etc.) and any attachments (like PDF receipts). **We only access emails that appear to contain relevant purchase or product information, and we do not read or use your other personal emails.** The scanning is narrowly focused on content that will assist in documenting your claimed items. By using the Service, you grant us the permission to perform this limited scanning of your email solely for the stated purpose.
- **Compilation of Claim Documents:** The information gathered from your receipts and documents is compiled into a structured report or database to help you itemize your losses for an insurance claim. This may include generating lists of items with details and values, aggregating totals, and associating each item with evidence (like the original receipt or photo if applicable). We may also allow you to upload additional documents or photos (for example, photos of damaged items or paper receipts) to supplement the email-derived data. All such user-provided content is combined to create a comprehensive claims documentation package.
- **Temporary Data Use:** The Service is designed to assist with active insurance claims. We will retain the data we collect for you only as long as needed to support your claim (generally until the claim is paid or settled, as described in our Privacy Policy). We do not intend [COMPANYNAME] to be a permanent storage solution for your data beyond the claim process. Make sure to download or save any reports or documents you might need long-term, as we may purge the data after your claim is concluded or upon your request.
- **Geographic Availability:** [COMPANYNAME] is available to users in all U.S. states **where it is legal for us to operate and for you to use the Service.** We make no representation that the Service is available or appropriate in any particular jurisdiction outside the U.S. It is possible that laws in certain states or localities might impose restrictions on aspects of our Service. We use your location (for example, via IP address) to help ensure we only provide the Service where permitted. If you attempt to use the Service from a location where it's prohibited, we may restrict access. Ultimately, it is your responsibility to use the Service only in compliance with your local laws. We are not liable if you use [COMPANYNAME] in a region where it is not allowed.
- **No Guarantee of Outcomes:** [COMPANYNAME] **does not guarantee** that using our Service will result in any particular outcome with your insurance claim. We assist in organizing documentation, but the decision to approve or deny an insurance claim, and the amount of any payout, lies solely with your insurance company or the relevant parties, not with [COMPANYNAME]. We **do not promise** that every item will be covered or that the insurer will accept our generated documentation. (See the "Disclaimers" and "No Warranties" sections below for more details).

- **Support for Users:** We provide customer support via [support email/portal] to assist with any technical difficulties or questions about using the Service. We aim to keep the Service operational at all times, but there may be occasional maintenance downtime or updates. We will try to schedule maintenance at low-usage times and notify users of significant outages or changes.

2. Eligibility and User Obligations

By using [COMPANYNAME], you represent and warrant that you meet the following eligibility criteria and will abide by these user obligations:

- **Age Requirements:** You must be at least **18 years old** (the age of legal majority in most U.S. states) to enter into this Agreement and use this Service. If you are at least 13 but under 18 (or under the age of majority in your jurisdiction), you may only use [COMPANYNAME] under the **supervision and with the consent of a parent or legal guardian**, and only if such use is legally permitted in your jurisdiction ³. By using the Service, you are confirming that you meet the applicable age requirements – either you are 18 or older, or if you are 13–17, that you have your parent/guardian's permission and oversight to use the Service. **No one under the age of 13 is allowed to use [COMPANYNAME]** ³, and we do not knowingly provide the Service to children under 13.
- **Residency and Jurisdiction:** You must be located in a U.S. state where the Service is legally offered. You agree not to use or attempt to use the Service in any jurisdiction where doing so would violate any law or regulation. If you access the Service from outside the U.S. or from a restricted area, you do so on your own initiative and are responsible for compliance with local laws. We may request your location or utilize technical measures to ensure compliance with this geographic restriction.
- **Property Owner or Authorized Agent:** You may only use the Service to gather claim documents for a property and insurance policy that **you are legally entitled to act for**. This means you must be **the property owner or an authorized representative/agent** of the property owner (such as a public adjuster hired by the owner, or a family member with legal authority). By using [COMPANYNAME], you **represent that you are either (a) the named insured/homeowner for the insurance claim in question, or (b) have full legal authorization from the insured to act on their behalf**. If you are using the Service for someone else's claim (for example, you are a public adjuster, insurance professional, or assisting a relative), you must ensure you have obtained all necessary consents and authorizations from the property owner to access their email (if applicable) and to input or retrieve their personal information and documents.
- **Spouses and Family:** Spouses who jointly own property or are both named on an insurance policy may use the Service on each other's behalf. In other words, if you and your spouse share ownership of the affected property, it is generally permissible for one spouse to gather documentation for the insurance claim that benefits both. **However, it is your responsibility to verify that local law or your insurance policy does not require separate consent or action from the other spouse**. By using the Service as a spouse on behalf of your partner, you confirm that your spouse is aware of and consents to such use, and that no laws or policy terms prohibit you from acting for them. [COMPANYNAME] is not liable for any issues arising from one spouse acting without the other's proper authorization; that responsibility lies with the user.

- **Accurate Information:** You agree that any information you provide to us, either during registration or use of the Service, is true, accurate, and complete to the best of your knowledge. This includes your personal details, insurance information, and any representations about your authority to use the Service for a given email account or claim. You are responsible for keeping your account information up to date (for example, if your email or phone number changes, update it in our system if applicable).
- **User Account Security:** If you create an account on [COMPANYNAME], you are responsible for maintaining the confidentiality of your login credentials. Do not share your password or allow others unauthorized access. You must notify us immediately at [support contact] if you suspect any unauthorized use of your account or a security breach. You are responsible for all activities that occur under your account. We encourage using a strong password and enabling two-factor authentication if available.
- **Authorization to Access Email:** By linking your email account to our Service, you certify that you are the owner of that email account or have the account owner's explicit permission to grant [COMPANYNAME] access. **You must not connect someone else's email account without proper authority.** If you are an adjuster or agent assisting a user, the user themselves should ideally connect their email (or provide you secure access with their informed consent). The Service will rely on your OAuth or other credentials to access the mailbox; misuse of someone else's credentials is strictly prohibited. You agree to comply with the terms and policies of your email provider (e.g., Google's API usage policies or Apple's iCloud terms) when using [COMPANYNAME]. We are not responsible if your use of our Service violates your email provider's terms; that responsibility is yours.
- **Lawful Use and Conduct:** You agree to use [COMPANYNAME] only for lawful purposes and in accordance with these Terms. You must not misuse the Service. In particular, **you agree not to:**
 - Violate any applicable laws or regulations while using the Service (including privacy laws, intellectual property laws, or insurance regulations).
 - Use the Service to access or attempt to access any email or data that you are not authorized to access.
 - Provide false or misleading information to us or in your insurance claim documentation (for example, do not falsify receipts or submit claims for items you didn't own – aside from violating our Terms, insurance fraud is illegal).
 - Attempt to probe, scan, or test the vulnerability of our system or any related system or network, or breach any security or authentication measures.
 - Interfere with or disrupt the Service (for example, by transmitting viruses, overloading, flooding, spamming, or scripting in an improper manner).
 - Use any automated means (like bots or scripts) to access or use the Service in a manner not authorized by us (the intended use is via our provided interface and authorized API calls).
 - Reverse engineer, decompile, or attempt to extract the source code of any software used to provide the Service, except to the extent such activity is expressly permitted by law.
 - Resell or commercialize the Service or the data obtained from it, without our prior written permission. The Service is intended for your personal (or your organization's internal) use in managing insurance claims, not for providing a competing product or service.

- **Responsibility for Compliance:** You are responsible for ensuring that your use of [COMPANYNAME] (including any data you provide or retrieve) is in compliance with your insurance policy terms and any laws/regulations that apply to your role. For instance, if you are a licensed public adjuster, you must use the Service consistent with the duties and restrictions of your license. If you are a homeowner in a jurisdiction with specific rules on claims documentation or technology usage, you must adhere to those. We provide a tool, but **you remain responsible for your submissions to your insurer and for following any claims procedures they require.**

We reserve the right to suspend or terminate your access to the Service if we reasonably believe that you have violated any of these eligibility requirements or user obligations. (See “Termination” below.)

3. Account Registration and Email Access

Using [COMPANYNAME] may require setting up an account and connecting your email:

- **Registration:** You might need to create an account by providing certain information (like your name, email, and setting a password) or by using a third-party login (if we support “Sign in with Google/Apple” etc.). You agree to provide accurate information and keep it updated. You should not register multiple accounts for the same person, or impersonate another person or entity.
- **OAuth and Credentials:** When you connect an email inbox, you will go through the proper authentication flow (for example, being redirected to Google’s login page to grant access). [COMPANYNAME] will never ask for your email password directly; instead, we use secure tokens issued by your email provider. If using Apple’s iCloud, you might generate an app-specific password that you enter into our Service; that password is stored securely or immediately exchanged for a token where possible. By completing these steps, you authorize us to access your mailbox strictly for the purposes described. This authorization can be revoked by you at any time (either through our Service interface or via your email account’s security settings where you can remove connected apps).
- **Scope of Access:** The access we request is limited in scope. For many email providers (like Gmail), we request read-only access to email content (specifically, permissions like reading emails and downloading attachments) so that our algorithms can scan for receipts. We do **not** request permission to send emails or delete emails on your behalf. We will not modify your emails or contacts. Our use of your email data is governed by our Privacy Policy and by any applicable provider rules (for instance, if using Gmail, we comply with Google API’s policies on limited use of data). We will **only access data that is needed** for providing the Service (relevant receipts and attachments) and nothing more.
- **Third-Party Email Terms:** Please be aware that when you connect to third-party email services, their terms and privacy policies also apply. For example, Google’s Privacy Policy and Terms of Service govern your Google account and should be reviewed. [COMPANYNAME] is not responsible for the content or operation of the email service; we are just an application accessing it with your permission. If your email provider experiences downtime, errors, or any changes to their service or API that affect our access, we will do our best to adapt but cannot guarantee compatibility beyond our control.

- **Account Security:** As mentioned, keep your [COMPANYNAME] login credentials secure. If you use a third-party login (OAuth) without a separate password for us, make sure your third-party account is secure. Notify us and immediately revoke email access if you suspect any unauthorized access. You can usually revoke access tokens via your email account's settings (e.g., Google Security settings for third-party apps).
- **Multiple Users:** If you are part of an organization (like an adjusting firm) using [COMPANYNAME], each individual user should ideally have their own account. Do not share one login among multiple people. If we offer team or enterprise features (e.g., linking multiple users to a company account), that will be governed by additional terms and arrangements.

4. Fees and Payment

[COMPANYNAME] is a paid service (unless otherwise specified for a free trial or tier). The following terms apply to payments:

- **Pricing and Plans:** The pricing for the Service (whether a subscription, one-time fee per claim, or usage-based fees) will be clearly indicated on our website or in the order form when you sign up. By providing payment information and completing the sign-up, you agree to pay the specified fees. All fees are stated in U.S. dollars unless otherwise noted, and are exclusive of any taxes (if applicable). You are responsible for any sales, use, value-added, or other taxes or duties payable under applicable law in connection with your purchase, except taxes on our income.
- **Payment Processing:** Payments are collected via our website through a secure payment processor. We currently use [Payment Processor Name] to handle transactions. By entering your payment details, you authorize us (and our payment processor) to charge the designated payment method for the fees and any applicable taxes on the schedule you select (e.g., monthly, annually, or per transaction). If your use of the Service involves recurring charges (such as a monthly subscription), you authorize [COMPANYNAME] to charge your payment method automatically at the start of each billing period until you cancel. We will notify you of any upcoming renewal charges if required by law or if the fee amount changes.
- **Billing Information:** You must provide current, complete, and accurate billing information. If your payment method (e.g., credit card) expires or is no longer valid, you agree to update your account with new payment details. If we cannot process payment because your information is incorrect or outdated, we may suspend or revoke your access to the Service until payment is successfully processed. You agree to pay all reasonable costs (including attorneys' fees) incurred by us in collecting overdue amounts, except where the non-payment is due to our billing error.
- **Free Trials and Promotions:** If we offer a free trial or introductory offer, those are subject to these Terms as well. After the trial period, you may be automatically charged unless you cancel (we will make any such auto-charge clear in the trial offer terms). Any promotional rates are only valid for the specified term; normal charges will apply after.
- **Refunds:** Our general policy is that **fees are non-refundable** once paid, except where required by law or explicitly stated in a refund policy or guarantee. For example, if you cancel in the middle of a

billing period, you may retain access for the remainder of that period but will not receive a pro-rated refund of the unused time (unless we state otherwise). If you believe there has been a billing error or you are unsatisfied with the Service, please contact us at [billing support email] – we will review requests on a case-by-case basis and may issue refunds or credits at our sole discretion in extenuating circumstances. Any refund issuance in one instance does not entitle you to future refunds under similar circumstances unless required by law.

- **Changes to Fees:** Our fees may change over time (for instance, we might adjust pricing or introduce new charges for additional features). Any increase in charges will not apply retroactively; they will apply from your next billing cycle or next purchase. We will provide advance notice of any material price increase, giving you the opportunity to cancel if you do not agree (except for temporary promotions or reductions which may be implemented without notice). Your continued use of the Service after a fee change constitutes your agreement to the new fees.

5. User Content and Privacy

Using the Service involves providing us with certain content (such as your emails, receipts, insurance information, etc.). This section explains how we handle that and references our Privacy Policy:

- **License to User Content:** In order for us to operate the Service, you grant [COMPANYNAME] a **limited, non-exclusive, royalty-free, worldwide license** to use, copy, access, transmit, and store the content you provide **but solely for the purpose of providing the Service to you**. This includes, for example, your emails and attachments that we scan, any data extracted from them, any images or documents you upload to our platform, and any information you input (like item descriptions or notes). We do **not claim ownership** of your original content; as between you and us, you retain all rights to your data. This license is only to allow us to process and display the content as needed for your claim documentation and to otherwise operate and improve the Service for you. We will never use your content for unrelated purposes (such as marketing or selling data) without your explicit consent.
- **Confidentiality:** We consider the content you provide and we collect on your behalf (like your receipts and claim details) to be confidential information. We will not disclose it to any third party except as described in our Privacy Policy or as directed by you. Our employees and contractors are bound to maintain the confidentiality of user data. Please review our Privacy Policy (incorporated herein by reference) for full details on how we collect, use, and protect your personal information and content.
- **Compliance with Privacy Policy:** By agreeing to these Terms, you also agree to the terms of our Privacy Policy. If there is any conflict between the Terms of Service and the Privacy Policy regarding personal data, the Privacy Policy will govern in matters of data protection and privacy. We encourage you to read it carefully. (In summary, it outlines that we collect only necessary data, use it only for the service purpose, retain it until claim completion or your request, implement security measures, and give you rights to your data.)
- **Feedback:** If you provide suggestions, ideas, or feedback to us about the Service (“Feedback”), you acknowledge that this Feedback is given voluntarily and without any expectation of compensation or confidentiality. We are free to use, disclose, and incorporate any Feedback you provide to improve

our products and services without any obligation to you. For example, if you suggest a new feature or improvements, we may implement those and will not be obligated to pay you or acknowledge you (though we appreciate customer input). Any Feedback you give is not considered confidential or your proprietary information, so please only share Feedback that you are comfortable with us using.

- **Third-Party Services:** The Service may include integrations or links to third-party services (for example, connecting to email providers, payment gateways, or possibly insurance company systems). If you choose to use these integrations or follow links, understand that those third-party services have their own terms and privacy policies. [COMPANYNAME] does not control and is not responsible for the content or practices of any third-party websites or services. For instance, if our platform allows you to directly submit your claim report to an insurance company's system, that submission is subject to the insurance company's terms. We provide these links or features for your convenience and do not endorse the content or services of third parties. Any interactions with third-party services are at your own risk.

6. Intellectual Property

All content and materials included in or provided by the Service (excluding the user-provided content addressed above) are the intellectual property of [COMPANYNAME] or its licensors. This includes, but is not limited to, the software (code) that operates [COMPANYNAME], the design, layout, and user interface of the application or website, text, graphics, logos, trademarks, and any [COMPANYNAME]-generated data or compilations (for example, the compiled report format, analytics on usage, etc.).

- **License to Use the Service:** [COMPANYNAME] grants you a **limited, revocable, non-transferable, non-exclusive license** to access and use the Service for its intended purpose (documenting insurance claims for your personal or professional use) and in accordance with these Terms ²⁰. You may not sublicense or transfer this license to anyone else. This license does not permit you to: copy, modify, distribute, sell, or lease any part of our included content or software; nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission ²¹.
- **[COMPANYNAME] Trademarks:** "[COMPANYNAME]" and our logos, slogans, or any other brand features are trademarks or service marks of [COMPANYNAME]. You are not granted any right or license to use them, except as necessary for factual, referential use to identify our Service (such as truthfully stating that you use [COMPANYNAME] in your personal records). You may not use our name or logo in any way that implies endorsement or partnership without our prior written permission.
- **Your Data:** As noted, all the content extracted from your emails or uploaded by you remains yours. [COMPANYNAME] does not own your receipts or claim info; we are just processing it for you. Upon termination or upon request, we will remove your data as stated. However, any aggregate or derivative data that does not identify you (e.g., anonymized statistics) may be used by us as part of our business (to improve the Service or for insight purposes).
- **Copyright Infringement (DMCA Policy):** Although our Service primarily deals with your own data, in the event you believe that [COMPANYNAME] or a user of [COMPANYNAME] has infringed your copyright or other intellectual property rights, you should notify us following the Digital Millennium

Copyright Act (DMCA) process. Please send a written notice to our designated agent at [DMCA Agent Contact] including: an identification of the copyrighted work claimed to be infringed, identification of the material that is claimed to be infringing (with information to locate it within our Service), your contact info, a statement by you of good faith belief of no authorization, and a statement under penalty of perjury of the accuracy of your notice and that you are the copyright owner or authorized to act on their behalf. We will respond to DMCA notices and, if valid, remove or disable access to the allegedly infringing material. Repeat infringement by a user may result in account termination.

7. Disclaimers (No Warranties)

[COMPANYNAME] strives to provide a useful and reliable service, but we need to make clear the following disclaimers:

- **“As Is” and “As Available”:** The Service is provided on an **“AS IS”** and **“AS AVAILABLE”** basis, without warranties of any kind, either express or implied ²². We do not guarantee that the Service will be uninterrupted, error-free, or meet all of your expectations. We make no warranty that any particular results (including insurance claim outcomes) will be achieved by using the Service ²³. You acknowledge that **any reliance on the Service is at your own risk**.
- **No Guarantee of Claim Approval or Outcome:** [COMPANYNAME] **does not guarantee or warrant** that your insurance claim will be approved or paid out, in whole or in part, as a result of using our Service. We assist with documentation, but the ultimate claim determination is made by third-party insurance providers beyond our control ²⁴. Any estimates of value or completeness provided by the Service are for informational purposes and *not* a promise of coverage. Always review your policy terms and communicate with your insurer or adjuster; [COMPANYNAME] is not a substitute for professional judgment or official claim processes.
- **No Professional Advice:** The information provided by [COMPANYNAME] (including any suggestions in our app or support communications) is **not legal, financial, or insurance advice**. We are not an insurance company, broker, or law firm, and we do not hold ourselves out as advisors for insurance coverage decisions ²⁴. We recommend you consult with qualified professionals (like your insurance agent, attorney, or public adjuster) for advice on filing claims or any legal matters. Our Service should be used as a tool to aid you, but not as a sole determinant of any course of action.
- **No Warranties:** To the fullest extent permitted under applicable law, [COMPANYNAME] disclaims all warranties, express or implied, including but not limited to **implied warranties of merchantability, fitness for a particular purpose, and non-infringement** ²². For example, we do not warrant that: (a) the Service will find every relevant receipt or document in your email (some might be missed or not accessible due to provider limitations); (b) the data extracted will be perfectly accurate or acceptable to all insurers (we strive for accuracy but errors can occur or certain data may not parse correctly); (c) the Service will be compatible with every device or email provider; (d) any potential software bugs or errors will be corrected immediately (though we will try promptly).
- **Third-Party Data and Services:** [COMPANYNAME] relies on third-party systems (like email providers, cloud services, etc.). We do not guarantee those will be available or function as expected. Any content obtained via your email or other linked accounts is provided “as is” from those sources; we are not responsible for the accuracy or completeness of information in your emails or documents

(for instance, if a retailer's receipt had a mistake, that's not something we verify). We also cannot guarantee the security or availability of your email provider's service. You acknowledge that downtime or limitations of third-party services might impact our Service.

- **Beta Features:** If we release features labeled as "beta," "preview," or otherwise not final, those are offered for testing and feedback without any warranty and may be changed or removed at our discretion. Use beta features at your own risk understanding they might be less stable.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above disclaimers may not fully apply to you. In such cases, the duration of any required warranty is limited to 30 days from first use of the Service (unless law mandates a different minimum), and our obligations are limited, at our option, to providing the service again or supporting you in using the service, if possible.

8. Limitation of Liability

To the maximum extent permitted by law, [COMPANYNAME]'s liability to you for any claims arising out of or relating to this Agreement or the Service is limited. Specifically:

- **Indirect Damages:** [COMPANYNAME] (and its affiliates, officers, employees, agents, and partners) will **not be liable** for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, loss of data, or loss of use, arising out of your use of or inability to use the Service ²⁵ ²⁶. This exclusion applies even if we have been advised of the possibility of such damages, and even if a remedy fails of its essential purpose. For example, we are not liable for any compensation or reimbursement for: the value of any insurance claim not paid by your insurer, the cost of procuring substitute services, any downtime of the Service, or unauthorized access to or alteration of your transmissions or data (provided we have adhered to our security obligations).
- **Cap on Direct Damages:** In any event, **our total cumulative liability** to you for all claims arising from or related to the Service or these Terms shall **not exceed the amount you have paid to [COMPANYNAME] in fees in the twelve (12) months immediately prior to the event giving rise to the claim**, or **\\$100**, whichever is greater ²⁷ ²⁸. If you have paid us nothing (for example, if you are on a free trial), our total liability shall not exceed \\$100. This limitation applies to all causes of action in the aggregate (not per incident).
- **Basis of the Bargain:** You acknowledge that [COMPANYNAME] is offering the Service and setting the fees (including possibly offering free or low-cost services) in reliance on the warranty disclaimers and liability limitations in these Terms. These provisions form an essential basis of our agreement. Absent such limitations, the terms and fees would likely be different (or we might not offer the Service).
- **Exceptions:** The above limitations of liability do **not** apply to the extent prohibited by law. For instance, some states do not allow the exclusion or limitation of liability for gross negligence, willful misconduct, or certain statutory liabilities. Nothing in these Terms shall limit or exclude liability for death or personal injury resulting from our negligence, or for our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law. However, in such cases, our liability will be limited to the fullest extent permitted by applicable law.

- **Consumer Rights:** If you are using our Service as a consumer (and not for business purposes), you may have specific rights under consumer protection laws. We do not seek to limit those rights where it is not lawful to do so. In any case, if any portion of this limitation of liability is found invalid or unenforceable, our liability is limited to the **lowest amount or scope allowed by applicable law**.

9. Indemnification

You agree to **indemnify, defend, and hold harmless** [COMPANYNAME] and its affiliates, and each of their respective officers, directors, employees, and agents (the "Indemnified Parties"), from and against any and all losses, liabilities, claims, demands, damages, expenses, or costs ("Claims"), including reasonable attorneys' fees, arising out of or related to:

- **Your Use of the Service:** Any misuse of the Service by you or any account you control. This includes but is not limited to Claims that you used [COMPANYNAME] to infringe or violate the rights of a third party (for example, accessing someone's data without permission, or submitting content through our Service that infringes another's intellectual property), or that you violated law in your use (for instance, any allegation of fraud in an insurance claim).
- **Violation of Terms:** Your violation of these Terms or any policies referenced herein. For example, if you breach the Eligibility and Obligations (Section 2) or any representation you make to us is untrue, and that causes us harm or a third-party claim, you will cover the resulting costs.
- **Third-Party Disputes:** Any dispute between you and a third party (such as your insurance provider or a third-party whose email or data you accessed via our Service). [COMPANYNAME] tries to facilitate claims documentation, but we are not party to your insurance contract. If an insurer, for instance, raises a claim against [COMPANYNAME] because of something you did (or some data you provided) in using our Service, you would indemnify us for that.

The Indemnified Parties reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (at your expense), and in such case, you agree to cooperate with our defense strategy. You agree not to settle any such matter without the prior written consent of [COMPANYNAME]. We will use reasonable efforts to notify you of any claim or demand that we believe is subject to your indemnification obligation.

This indemnification obligation shall survive any termination of your account or the Service.

10. Termination

You may stop using [COMPANYNAME] at any time, and we likewise reserve the right to suspend or terminate your access under certain circumstances:

- **User Termination:** You can terminate this Agreement at any time by discontinuing use of the Service and, if you have an account, by deleting your account or contacting us to do so. If you terminate, you will not be entitled to any refunds for any prepaid fees (see Section 4 on refunds). We recommend that you download any important data before termination, as we may delete your data after account closure (except as retained per our Privacy Policy for legal reasons).

- **Our Termination or Suspension:** We may suspend or terminate your access to the Service (or certain features of the Service) at any time **with or without notice** if we believe, in our sole discretion, that: (a) you have violated these Terms or any applicable law; (b) you have engaged in improper or fraudulent use of the Service; (c) you have provided false or misleading information, or we cannot verify or authenticate any information you have provided; (d) your use of the Service may result in risk or legal exposure to us (for example, if you are using the Service in a prohibited jurisdiction or in a way that could subject us to sanctions or regulatory scrutiny); or (e) we decide to discontinue the Service entirely. We will attempt to provide advance notice of suspension or termination when reasonable (such as for non-urgent matters), but this may not always be possible (for instance, we might immediately disable accounts involved in egregious violations or illegal conduct).
- **Effect of Termination:** Upon termination of your access, whether initiated by you or us, your right to use the Service will immediately cease. We may deactivate or delete your account and all associated data (unless retention is required as explained in the Privacy Policy). We have no liability to you for any termination of your account or deletion of your data, provided such termination was in accordance with these Terms. If we terminate without cause (e.g., if we are shutting down the Service for all users), we may offer a pro-rata refund of any prepaid services extending beyond the termination date. If termination is due to your breach of these Terms, you will not be entitled to any refund.
- **Survival:** The provisions of these Terms that by their nature should survive termination (such as intellectual property rights, disclaimers, limitation of liability, indemnification, and governing law) **will survive** the termination of this Agreement.

11. Limitation for Claims

To the extent allowed by law, any claim or cause of action you may have arising out of or related to use of the Service or these Terms must be filed within **one (1) year** after such claim or cause of action arose. If you do not file within this time period, the claim is permanently barred. (This does not apply to claims by [COMPANYNAME] for fees owed or injunctive relief.)

12. Governing Law and Dispute Resolution

- **Governing Law:** These Terms and any dispute arising out of or related to them or the Service will be governed in all respects by the **laws of [the State of Company's incorporation/primary place of business]* and applicable federal law of the United States**, without regard to its conflict of law provisions. (For example, if [COMPANYNAME] is a Delaware corporation, Delaware law would govern, except to the extent superseded by U.S. federal law.) Note that the laws of your state of residence (especially if you are a consumer) may also provide certain protections that cannot be waived, and we do not seek to deprive you of those protections. However, to the extent permitted, you agree to the chosen governing law above for consistency.
- **Jurisdiction and Venue:** Subject to any arbitration provision below (if we include one), you agree that any legal action or proceeding arising under these Terms will be brought **exclusively in the federal or state courts** located in [specified County, State]. You and [COMPANYNAME] both consent

to the personal jurisdiction and venue in those courts, and waive any objections based on inconvenient forum. If you reside outside of the United States, you agree that you will initiate any dispute in the courts of the United States (and in the specified State jurisdiction) and that U.S. laws will apply. (If arbitration is used as below, then this court venue applies to any residual court actions like enforcing an arbitral award.)

- **Arbitration and Class Action Waiver:** *Optional:* We may include an arbitration clause here. For example: *Any dispute, claim, or controversy arising out of or relating to these Terms or the use of the Service that cannot be resolved amicably shall be settled by binding arbitration administered by [Arbitration Body] in accordance with its rules. The place of arbitration shall be [City, State]. The arbitration shall be conducted in English by a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.* **Class Action Waiver:** *You agree that any arbitration or proceeding will be conducted on an individual basis, and not in a class, consolidated, or representative action. You hereby waive your right to participate in a class action lawsuit or class-wide arbitration.* (Note: If an arbitration clause is included, we would ensure it complies with legal standards and clearly lays out both parties' rights. Given the complexity, including a full arbitration clause is beyond this summary. If not including arbitration, one can remove this bullet and rely on court resolution.)
- **Injunctive Relief:** Notwithstanding the above, we reserve the right to seek injunctive or equitable relief in any jurisdiction if you have violated or threatened to violate our intellectual property or confidentiality rights.

13. Changes to the Service or Terms

- **Service Changes:** [COMPANYNAME] is evolving, and we may add, modify, or remove features or functionalities of the Service at any time. We will try to give notice when significant changes are made, but this isn't always practical. We also reserve the right to discontinue the Service (in whole or in part) either temporarily or permanently. If we discontinue the Service entirely, we will provide advance notice to active users and refund any prepaid fees for the remaining unused service, if applicable. We are not liable to you or any third party for any modification, suspension, or discontinuation of the Service, except as explicitly stated in any refund policy or required by law.
- **Terms Changes:** We may revise these Terms from time to time, for example to reflect changes to the Service or for legal, operational, or regulatory reasons. If we make a material change to these Terms, we will notify you by posting the updated Terms on our website and updating the "Last updated" date above, and/or by sending an email to the address associated with your account (if you have one). **Any material changes will become effective no sooner than 15 days after posting or notifying you** (unless a change is required to be effective sooner by law). Non-material changes (such as clarifications or typo corrections) will be effective immediately upon posting. By continuing to use the Service after the effective date of any changes, you agree to be bound by the revised Terms. If you do not agree to the new terms, you must stop using the Service and, if applicable, cancel your account.

14. Miscellaneous

- **Entire Agreement:** These Terms (and any policies or documents incorporated by reference, including our Privacy Policy and any applicable Order Form or Subscription Agreement) constitute the **entire agreement** between you and [COMPANYNAME] regarding the Service, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Any additional or different terms you may propose (for example, in a purchase order or correspondence) are hereby rejected and will not apply unless expressly agreed to in writing by an authorized representative of [COMPANYNAME].
- **Severability:** If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible, and the remaining provisions of these Terms will remain in full force and effect. The invalid provision shall be deemed modified to the least degree necessary to remedy the invalidity while preserving the original intent.
- **Waiver:** No waiver of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or any other term. Our failure to assert any right or provision under these Terms shall not constitute a waiver of that right or provision. Any waiver must be in writing to be effective.
- **Assignment:** You may not assign or transfer these Terms or your rights or obligations under them, by operation of law or otherwise, without our prior written consent. [COMPANYNAME] may assign or transfer this Agreement, in whole or in part, to any third party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets, or by operation of law or otherwise, and upon such assignment [COMPANYNAME] may be relieved of any further obligation hereunder. These Terms shall bind and inure to the benefit of the parties, their successors, and permitted assigns.
- **Relationship of Parties:** You and [COMPANYNAME] are independent contractors, and nothing in these Terms will be construed to create any partnership, joint venture, agency, fiduciary, or employment relationship. You have no authority to make or accept any offers or representations on behalf of [COMPANYNAME].
- **Third-Party Beneficiaries:** Except as expressly provided in these Terms, there are no third-party beneficiaries to this Agreement. Your insurance company or adjuster is not a party to this Agreement and these Terms do not give any rights or remedies to them.
- **Force Majeure:** [COMPANYNAME] shall not be liable for any delay or failure to perform resulting from causes outside our reasonable control, such as natural disasters, acts of government, war, terrorism, riots, labor disputes, internet or utility failures, or other force majeure events. We will make reasonable efforts to mitigate the effects of any such event and resume Service as soon as feasible.
- **Notices:** We may provide you with notices, including those regarding changes to these Terms or to the Service, by email, regular mail, postings on our website, or within the Service interface. Notices emailed to you will be deemed given and received when the email is sent. It is your responsibility to

keep your contact information updated. If you need to give notice to us, you can do so by email to **legal@[COMPANYNAME].ai** or by mail to our registered business address (provided on our website). Notices sent by you to us will be deemed given when received by us.

If you have any questions about these Terms, please contact us at **support@[COMPANYNAME].ai**.

By using [COMPANYNAME], you acknowledge that you have read, understood, and agree to these Terms of Service. We appreciate your trust in our Service and look forward to helping you streamline your insurance claims documentation process.

Thank you for choosing [COMPANYNAME]!
