TERMS OF SERVICE

1. Introduction

These Terms of Service ("**Terms**") govern your use of the DocompareAI website, platform, and related services (collectively, the "**Services**"). By accessing or using our Services, you ("**User**," "**you**") agree to be bound by these Terms and our Privacy Policy. If you disagree, you must discontinue use immediately.

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2. Eligibility

You must be at least 16 years old (or the age of majority in your jurisdiction) and have the legal capacity to enter into a binding contract. By using our Services, you represent that you meet these criteria.

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3. Description of Services

DocompareAI provides:

- **Document Comparison:** Uploading documents (PDF, DOCX, TXT) for side-by-side AI-based comparison.

- **Gap Analysis:** Analysis of missing or differing requirements between two or more documents.

- **Multi-File Comparison:** Extraction and comparison of a specific section across multiple documents.

Disclaimer: We do not offer legal advice or counsel; any results or analyses are informational and do not replace qualified professional advice.

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4. Account Registration and Security

1. **Account Creation:** You may need to create an account, providing accurate and up-to-date information.

2. **Access Credentials:** You are responsible for safeguarding your login credentials and for any activities under your account.

3. **Uploaded Content:** By uploading or submitting any content (documents, text, etc.) to our Services, you grant DocompareAI a non-exclusive, worldwide, royalty-free license to process, store, and display that content **solely** for providing the Services.

4. **Prohibited Content:** You agree not to upload or transmit content that is unlawful, infringing, defamatory, or in violation of any third-party rights.

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5. Subscriptions and Payments

1. **Subscription Model:** Some of our features and tools may require a paid subscription through Stripe or other payment processors.

2. **Trial Period:** We may offer a free trial. Unless canceled before the trial ends, the subscription fee will be charged automatically.

3. **Billing & Fees:** You authorize us to charge the subscription fees to your provided payment method.

4. **Refunds:** Unless otherwise stated, subscription fees are non-refundable once charged (beyond any free trial period).

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6. User Conduct

You agree **not** to:

- Use the Services for illegal or unauthorized purposes.

- Circumvent or attempt to bypass security features or rate limits.

- Reverse engineer or decompile any part of our software.

- Upload content that violates intellectual property rights or privacy rights.

- Use the Services in a manner that could interfere with others' use or damage the Services.

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7. Intellectual Property

1. **Ownership:** DocompareAI and its licensors own all rights, title, and interest in the Services, including software, design, text, logos, and trademarks.

2. **License to You:** Subject to these Terms, we grant you a limited, non-exclusive, non-transferable license to use the Services for their intended purpose.

3. **Your Content:** You retain ownership of any content you upload to the Services, subject to the license described above.

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8. Disclaimer of Warranties

USE OF OUR SERVICES IS AT YOUR OWN RISK. WE PROVIDE THE SERVICES "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE MAKE NO GUARANTEES THAT:

1. THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE.

2. THE RESULTS OR ANALYSES WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR ANY PARTICULAR LEGAL, COMPLIANCE, OR OTHER USE CASE.

3. ANY PARTICULAR OUTCOME OR RESULT WILL BE ACHIEVED.

9. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW:

1. **Indirect Damages:** DOCOMPAREAI WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF REVENUE, PROFITS, OR DATA.

2. **Aggregate Liability:** OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES WILL NOT EXCEED THE AMOUNT YOU PAID US IN THE LAST 12 MONTHS, OR ONE HUNDRED US DOLLARS ($100), WHICHEVER IS GREATER.

10. Indemnification

You agree to indemnify and hold harmless DocompareAI, its affiliates, and their respective officers, employees, and agents from any claims, losses, damages, liabilities, costs, or expenses (including attorneys' fees) arising out of:

- Your use or misuse of the Services,

- Your breach of these Terms, or

- Your uploaded content violating any intellectual property or other rights.

11. Termination

1. **Termination by You:** You may cease using the Services or cancel your subscription at any time.

2. **Termination by Us:** We may suspend or terminate your account for violation of these Terms or for any security, legal, or operational concern.

3. **Effect of Termination:** Upon termination, your right to access the Services is revoked. We may retain or delete your data as described in our Privacy Policy.

12. Governing Law and Dispute Resolution

This website is operated and provided from Australia. Your use of this website is governed by the laws of the State of New South Wales, Australia. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence. This website may be accessed throughout Australia and overseas. We make no guarantees, warranties or representations that the content of this website complies with the laws (including intellectual property laws) of any country outside Australia. If you access this website from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access this website.

13. Changes to These Terms

We may amend these Terms from time to time by posting the updated version on our website or notifying you otherwise. Your continued use of the Services after the revised Terms become effective indicates your acceptance.

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14. Contact Information

If you have any questions regarding these Terms:

- **Email:** contact@docompareai.com