

Zuva Free Trial Terms and Conditions

Last Updated: May 29, 2024

These Zuva Free Trial Terms and Conditions (together, the "Agreement") are entered into by and between Zuva Inc., an Ontario corporation ("Zuva") and the person or entity agreeing to these terms (the "Customer") and govern Customer's access to and use of the Zuva products made available for free trial from time to time on the Zuva website, as listed at [<https://zuva.ai/pricing>] (the "Product").

This Agreement is effective when Customer clicks to accept it via the Zuva website (the "Effective Time"). If you are accepting on behalf of a Customer who is not a natural person (such as a corporation), you represent and warrant that (i) you have full legal authority to bind Customer to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of Customer, to this Agreement.

Part 1 of the Agreement applies from the Effective Time. Part 2 of the Agreement applies only when the Customer switches to paid usage of one or more Products.

Part 1 – Free Trial Usage

1. What you get

Zuva grants to Customer a limited, non-exclusive, non-transferable, non-assignable and non-sublicensable worldwide license to access and use the Products for the purpose of trialing them, subject to the usage limitations stated from time to time on Zuva's website <https://zuva.ai/pricing>. Zuva makes no representation of any type (including as to quality, reliability or availability) regarding the Products.

2. What Zuva can do

When the Customer provides a document for review via the Product (a "Document") a) the Customer represents and warrants that it has full authority and permissions to upload such Document and use it in connection with the services comprising the Product without violating any fiduciary duty, duty of confidentiality, contractual obligation or applicable laws and b) the Customer retains copyright and any other intellectual property rights it has in the Document and it grants to Zuva (and its affiliates and contractors) an irrevocable, worldwide license to host, reproduce, distribute and communicate the Document for the purposes of providing the services comprising the Product. The Customer acknowledges that Zuva will use information reflecting the access or use of the Product by the Customer (excluding user identifying data) ("Usage Data") for the purposes of developing and improving the Products and to enhance the Customer user experience. Zuva or its suppliers may use cookies for analytics of Usage Data.

3. Termination or modification of terms/Independent terms and conditions

Zuva may terminate or modify this Agreement at any time with or without notice to Customer, including terminating or suspending access to any Product, in its sole and absolute discretion. This Agreement and any updates to its terms from time to time will be posted on Zuva's website at <https://zuva.ai/terms/zuva>. This Agreement represents the entire agreement of the parties as to the Customer's use of the Products.

4. Customer restrictions

Customer will not: (i) copy, modify, distribute, sell, sub-license or create a derivative work of any Product (including, without limitation, using the outputs of Zuva's built-in or a third-party's smart fields to provide training data for comparable machine learning (or AI) models outside of the Products); (ii) reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of any Product; (iii) bypass any measures Zuva uses to restrict access to any Product; (iv) use any Product to store or transmit malicious code, or to transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (v) use the Products or any Documents comprised in a Product in violation of any applicable laws or third party rights, or (vi) use any Product to promote a competing product or service.

5. Customer indemnity

Customer shall indemnify, defend and hold harmless Zuva, its affiliates and its and their officers, directors, employees and agents from any and all lawsuits, damages, liabilities, costs, charges, and expenses, including reasonable attorneys' fees, resulting from any third-party claim related to the Customer use of any Product, including in relation to any Documents provided by the Customer for review by any Product. Zuva and its affiliates shall have sole discretion and control to defend, compromise or settle any such claim and the Customer shall cooperate reasonably with Zuva in such efforts.

6. No Zuva liability

Zuva shall have no liability to the Customer whatsoever, whether in contract, tort or otherwise, relating to this Agreement or the Customer's use of the Product or any consequences thereof, including direct, indirect, special, incidental or consequential damages (including loss of profits, loss of revenues, data loss or usage or loss of opportunities) arising out of or relating to this Agreement or the use of the Product.

7. Miscellaneous

7.1 Sections 2 to 6 inclusive and 7.5 will survive any expiration or termination of this Agreement..

7.2 This Agreement is not transferable by the Customer in any way to any other person. Any purported assignment made in conflict with this provision shall be void.

7.3 A waiver of rights under this Agreement will not be effective unless it is in writing and signed by an authorized representative of the party that is waiving the rights.

7.4 If any provision of the Agreement, or portion thereof, is found to be invalid, unlawful or unenforceable to any extent, then such provisions or portions will be severed from the remaining provisions, which will continue to be valid and enforceable to the fullest extent permitted by applicable laws.

7.5 This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement, will be governed by and construed in accordance with the laws of the Province of Ontario, without reference to the choice of law rules thereof. The Parties agree to submit to the exclusive jurisdiction over all disputes hereunder of the courts in the Province of Ontario. If Customer is in Canada, it is the express wish of both parties that the Agreement, and any associated Documentation, be written and signed in English. C'est la volonté expresse des parties que la présente convention ainsi que les Documents qui s'y rattachent soient rédigés en anglais.

Part 2 – Credit Card Usage

8. Usage by Credit Card Payment

8.1 Zuva may make available a Product to the Customer for paid usage by online sign-up for credit card billing. If so, this will be in accordance with pricing, billing and limitations of use posted from time to time at <https://zuva.ai/terms/pricing> Zuva reserves the right to change applicable prices (and taxes) at its sole discretion from time to time. **Prices exclude applicable taxes (such as sales tax), which will be applied as required by applicable law.**

8.2 Customer warrants that it has the necessary permissions to use the credit card payment method chosen and recognizes that the transmission to Zuva of the Customer's payment information is evidence of its ability and consent to the sale and to the payment due pursuant to the purchase. Zuva does not save the details of the Customer's credit card, but the proof of the transaction will be maintained by Zuva and/or its payments processing provider. Should the relevant issuing bank or other participants in the Customer's payment method refuse to authorize the payment by credit card or in case of non-payment, Zuva reserves the right to suspend or cancel the purchase and export of Product outputs. Zuva also reserves the right to refuse a purchase made by a Customer that has not fully paid for its current or any previous purchase or with whom a dispute is unresolved.

8.3 The Customer will be responsible for any credit card chargebacks and related fees that Zuva may incur on its account. If the Customer fails to reimburse Zuva for any credit card chargebacks or related fees within 10 days of Zuva's initial demand for reimbursement, then Zuva may charge the Customer additional charges in respect of Zuva's expenses relating to a chargeback.

8.4 The Customer may terminate its use of the Product on 30 days notice to Zuva Inc, by communicating such request in writing to payments@zuva.ai.

8.5 Zuva retains the right to terminate Customer access to the Product at any time and for any reason, including late or non-payment, cases of suspected abuse or for any relevant regulatory or compliance reasons.

8.6 The refunds policy for purchase of the Product is as follows: given the ability to easily duplicate and disseminate digital downloads and the impossibility for Zuva to verify if a Customer has deleted and not used a downloaded export, Zuva will consider requests for a refund on a case by case basis, having regard to the specific circumstances.

8.7 Due to the inherent limitations of machine-learning software (which is reliant on training databases and the application of statistical and other analytical techniques), there is no warranty by Zuva as to accuracy or completeness of Document extraction content: the Customer receives extractions produced by trained machine learning algorithms (and those extractions can thus reduce the amount of human review time that a Customer may need to ensure accuracy and completeness of selected terms of a Document).

8.8 Customer may receive periodic communications from Zuva at the contact information submitted/linked during sign-up for use of the Product and associated with the Free Trial account, such as training and on-boarding materials, product tips and updates, event information and special offers. Customers can stop receiving email communications by opting out via the unsubscribe link in the emails. Personal data we collect is subject to Zuva's [Privacy Policy](#).

8.9 This Section 8 will also survive any expiration or termination of this Agreement.