

# Terms of Service

The master B2B SaaS contract between IntakeClean and the firm using the product. Includes acceptable use, AI assistive language, fees, governing law, and arbitration.

## IntakeClean — Terms of Service

Last updated: [YYYY-MM-DD] Effective: [YYYY-MM-DD]

These Terms of Service (the "**Terms**") govern your access to and use of the IntakeClean software-as-a-service product, websites, and APIs (collectively, the "**Service**") operated by [LLC NAME], a New Jersey limited liability company ("**IntakeClean**," "**we**," "**us**," or "**our**").

These Terms are a binding agreement between IntakeClean and the entity (typically a law firm or other professional-services organization) that registers an account ("**Customer**" or "**you**"). By signing up, clicking to accept, or using the Service, you represent that (a) you are authorized to bind your organization, and (b) you accept these Terms on its behalf.

**About these Terms.** IntakeClean is built for small law firms, paralegals, and other professional-services teams that handle client documents. The Service helps Customer ingest, classify, OCR, and quality-flag documents supplied by Customer's own clients ("**End-Clients**"). The Service is **assistive only** and does **not provide legal advice**. Customer remains the attorney (or other professional) of record for its End-Clients and is solely responsible for the legal, ethical, and professional handling of all matters and documents.

### 1. The Service

**1.1 Description.** The Service provides a cloud-hosted document intake workflow including (a) a unique upload link Customer can send to its End-Clients, (b) automated preprocessing, OCR, classification, and quality flagging of uploaded documents, (c) a review queue for Customer's staff, and (d) optional integrations (email, SMS, payments, AI inference providers) selected by Customer. Specific features may be added, removed, or modified from time to time.

**1.2 Mock-mode by default.** Unless Customer configures otherwise, certain external integrations operate in a "mock" mode where outputs are produced locally and **no End-Client data is transmitted to any third-party processor**. Customer is responsible for choosing and enabling the integrations that match its data-governance posture.

**1.3 Beta and early-access features.** Features marked "Beta," "Preview," or "Experimental" are provided **AS IS**, may be changed or withdrawn at any time, and are not subject to the uptime commitments (if any) elsewhere in these Terms.

## 2. Accounts and access

**2.1 Eligibility.** You must be at least 18, legally able to enter into a binding contract, and not a person barred from receiving services under the laws of the United States or any applicable jurisdiction.

**2.2 Account security.** You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account. Notify us promptly at [security@CONTACT EMAIL] of any unauthorized use.

**2.3 Authorized users.** Customer may grant access to its employees and contractors ("**Authorized Users**"). Customer is responsible for each Authorized User's compliance with these Terms.

## 3. Customer content and End-Client data

**3.1 Definitions.** "**Customer Content**" means all data, files, documents, and information that Customer or its Authorized Users (or End-Clients on Customer's behalf) submit to the Service.

**3.2 Ownership.** Customer retains all right, title, and interest in and to Customer Content. Nothing in these Terms transfers ownership of Customer Content to IntakeClean.

**3.3 License to operate the Service.** Customer grants IntakeClean a limited, non-exclusive, royalty-free, worldwide license to host, store, transmit, process, display, and otherwise use Customer Content **solely** to provide and improve the Service for Customer, to comply with law, and to enforce these Terms. We will not use Customer Content to train any general-purpose AI model.

**3.4 End-Clients.** Customer represents and warrants that, with respect to each End-Client whose documents are uploaded through the Service, Customer has obtained all consents and provided all notices required by applicable law and rules of professional responsibility for Customer to use the Service to receive, process, and store those documents. This includes any consent required for processing through Customer's elected third-party integrations (e.g., AI inference providers, transactional email or SMS providers).

**3.5 Privileged and sensitive material.** Customer acknowledges that End-Client documents may include attorney–client privileged material, attorney work product, personal information, and otherwise sensitive content. Customer remains the custodian of any privilege; IntakeClean's role is that of a confidential service provider and our personnel will not access Customer Content except as reasonably necessary to operate, secure, or troubleshoot the Service or as required by law.

**3.6 Data Processing Addendum.** Where IntakeClean processes Personal Data (as defined under applicable privacy laws) on Customer's behalf, the Data Processing Addendum at 03–data–processing–addendum.md is incorporated into these Terms by reference and governs the terms of that processing.

## 4. Customer responsibilities and acceptable use

**4.1 Acceptable Use Policy.** Customer and its Authorized Users shall comply with the Acceptable Use Policy at `04-acceptable-use-policy.md`, which is incorporated by reference.

**4.2 Compliance.** Customer is solely responsible for (a) compliance with all laws and rules of professional responsibility applicable to Customer's practice, (b) the legal sufficiency of any document or filing Customer prepares using the Service, and (c) determining whether use of any third-party integration is appropriate for Customer's matter and clients.

**4.3 Customer review.** Customer acknowledges that automated outputs (classification, OCR, quality flags, AI-generated re-upload requests) are **assistive only**. Customer's staff must review every document and every automated output before relying on it for any client matter. The Service does not constitute legal advice.

## 5. Fees and payment

**5.1 Fees.** Fees, billing frequency, and included usage are stated on the order form, the pricing page, or in another writing signed by both Parties.

**5.2 Payment.** Fees are payable in U.S. dollars via the payment method Customer provides. Past-due amounts accrue interest at the lesser of 1.0% per month or the maximum rate permitted by law, plus reasonable collection costs.

**5.3 Taxes.** Fees are exclusive of taxes. Customer is responsible for all sales, use, VAT, and similar taxes other than taxes on IntakeClean's net income.

**5.4 No refunds.** Except as expressly stated in these Terms or as required by law, all fees are non-refundable.

**5.5 Suspension for non-payment.** We may suspend the Service if amounts are more than thirty (30) days past due, after providing at least seven (7) days' written notice.

## 6. Term, termination, and effect

**6.1 Term.** These Terms apply from the date Customer first accesses the Service and continue until terminated.

**6.2 Termination by Customer.** Customer may cancel its subscription at any time through the Service's account settings or by notifying `[support@CONTACT EMAIL]`. Cancellation is effective at the end of the then-current paid period.

**6.3 Termination by IntakeClean.** We may suspend or terminate Customer's access (a) for material breach of these Terms not cured within fifteen (15) days of written notice, or (b) immediately for breach of Sections 4 (Acceptable Use), 5 (non-payment), 7 (Confidentiality), or 9 (Indemnification), or (c) if required by law.

**6.4 Effect of termination.** Upon termination, Customer's access ceases. For sixty (60) days after termination, Customer may export Customer Content via the Service's export tools or by emailing [support@CONTACT EMAIL] . After sixty (60) days, IntakeClean may delete Customer Content from active systems, subject to backup retention described in the Privacy Policy.

**6.5 Survival.** Sections 3.2, 5 (for amounts owed), 7, 8, 9, 10, 11, 12, 13, and any provision that by its nature should survive, survive termination.

## 7. Confidentiality

Each Party shall protect the other Party's non-public information disclosed in connection with the Service with at least the degree of care it uses for its own most-sensitive information, and in no event less than reasonable care, and shall not use it for any purpose other than performing under these Terms. This Section 7 does not apply to information that is publicly known, was lawfully known prior to disclosure without obligation of confidentiality, was lawfully received from a third party without obligation of confidentiality, or was independently developed without use of the disclosing Party's information.

## 8. Warranties and disclaimers

**8.1 Mutual.** Each Party represents that it has full authority to enter into these Terms.

**8.2 Service warranty.** IntakeClean warrants that during any paid subscription term, the Service will perform materially in accordance with its then-current published documentation. Customer's exclusive remedy for breach of this warranty is, at IntakeClean's option, (a) reasonable efforts to correct the non-conformity, or (b) termination of the affected subscription with a pro-rated refund of pre-paid, unused fees.

**8.3 Disclaimer.** EXCEPT AS EXPRESSLY STATED IN SECTION 8.2, THE SERVICE AND ALL OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, INTAKECLEAN DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY OF OUTPUTS, AND THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. WITHOUT LIMITING THE FOREGOING, INTAKECLEAN MAKES NO WARRANTY THAT (i) AUTOMATED CLASSIFICATIONS OR OCR OUTPUTS ARE CORRECT, (ii) THE SERVICE WILL DETECT ALL QUALITY ISSUES IN UPLOADED DOCUMENTS, OR (iii) AI-GENERATED MESSAGES WILL BE FACTUALLY ACCURATE OR APPROPRIATE FOR ANY PARTICULAR END-CLIENT.

## 9. Indemnification

**9.1 By Customer.** Customer shall defend, indemnify, and hold harmless IntakeClean and its members, officers, employees, contractors, and successors from any third-party claim, damage, loss, liability, or expense (including reasonable attorneys' fees) arising out of or relating to (a) Customer Content, (b)

Customer's or its Authorized Users' violation of these Terms, the Acceptable Use Policy, or applicable law, (c) Customer's professional services rendered to its End-Clients, or (d) any claim by an End-Client arising out of Customer's use of the Service.

**9.2 By IntakeClean.** IntakeClean shall defend Customer against any third-party claim that the Service, as provided by IntakeClean and used in accordance with these Terms, infringes a U.S. patent, copyright, or trademark of the claimant, and shall pay damages and costs finally awarded against Customer or agreed in settlement, **provided** that Customer (a) gives prompt written notice, (b) gives sole control of the defense and settlement to IntakeClean, and (c) reasonably cooperates. If a claim is or, in IntakeClean's reasonable judgment, may be made, IntakeClean may, at its option, (i) procure for Customer the right to continue use, (ii) modify the Service so it is non-infringing, or (iii) terminate the affected subscription and refund pre-paid, unused fees. IntakeClean has no obligation under this Section 9.2 for claims arising from (1) modifications not made by IntakeClean, (2) combination with materials not provided by IntakeClean, (3) Customer Content, or (4) use after notice of alleged infringement. **This Section 9.2 is Customer's sole and exclusive remedy for infringement claims.**

## **10. Limitation of liability**

**10.1 Excluded damages.** TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY IS LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFITS, REVENUES, GOODWILL, OR ANTICIPATED SAVINGS, ARISING OUT OF OR RELATING TO THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY.

**10.2 Cap.** EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS IS LIMITED TO THE GREATER OF (i) THE FEES PAID OR PAYABLE BY CUSTOMER TO INTAKECLEAN UNDER THESE TERMS IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR (ii) **\$100 USD**.

**10.3 Carve-outs.** The exclusions and cap in Sections 10.1 and 10.2 do not apply to (a) Customer's payment obligations, (b) either Party's indemnification obligations under Section 9, (c) Customer's breach of Section 4 or the Acceptable Use Policy, or (d) liability that may not be limited under applicable law.

## **11. Governing law and dispute resolution**

**11.1 Governing law.** These Terms are governed by the laws of the State of New Jersey, without regard to conflict-of-laws principles. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

**11.2 Informal resolution.** Before initiating formal proceedings, the Parties shall attempt in good faith to resolve any dispute by giving written notice and conferring within thirty (30) days.

**11.3 Binding arbitration.** Any dispute not resolved under Section 11.2 shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration will take place in [COUNTY], New Jersey, before a single arbitrator. Judgment on the

award may be entered in any court of competent jurisdiction. **Each Party waives any right to a jury trial and to participate in a class action.**

**11.4 Carve-out for equitable relief.** Either Party may seek injunctive or other equitable relief in court for actual or threatened breach of confidentiality, intellectual property rights, or the Acceptable Use Policy, without first complying with Sections 11.2 or 11.3.

**11.5 Court venue.** For any matter not subject to arbitration under this Section 11, exclusive venue lies in the state or federal courts located in [COUNTY], New Jersey . Each Party consents to personal jurisdiction in such courts.

## 12. Changes to the Terms

We may update these Terms from time to time. If we make a material change, we will notify Customer (via email to the account's billing contact and/or in-product notice) at least thirty (30) days before the change takes effect. Customer's continued use of the Service after the effective date constitutes acceptance.

## 13. Miscellaneous

**13.1 Entire agreement.** These Terms (including any incorporated documents and any order form signed by the Parties) are the entire agreement of the Parties regarding the subject matter.

**13.2 Order of precedence.** If there is a conflict among documents, the order of precedence is: (1) any signed order form, (2) the Data Processing Addendum, (3) these Terms, (4) the Acceptable Use Policy, (5) the Privacy Policy.

**13.3 Assignment.** Customer may not assign these Terms without IntakeClean's written consent. IntakeClean may assign these Terms to a successor in interest by merger, sale, or reorganization.

**13.4 Independent contractors.** The Parties are independent contractors. These Terms do not create a partnership, joint venture, or agency.

**13.5 Force majeure.** Neither Party is liable for any delay or failure caused by circumstances beyond its reasonable control (e.g., acts of God, war, civil unrest, governmental action, internet outages, third-party infrastructure failures, pandemics).

**13.6 Notices.** Notices to IntakeClean: [CONTACT EMAIL] , with a copy to [PRINCIPAL OFFICE ADDRESS] . Notices to Customer: the email address on Customer's account.

**13.7 No third-party beneficiaries.** These Terms do not create any third-party beneficiary rights, except that End-Clients are intended beneficiaries of the confidentiality and security obligations in Section 7.

**13.8 Severability; waiver.** If any provision is held invalid or unenforceable, the remaining provisions remain in effect. No waiver is effective unless in writing and signed.

**13.9 Headings.** Headings are for convenience only and have no interpretive effect.

## Contact

[LLC NAME] [PRINCIPAL OFFICE ADDRESS] Email: [CONTACT EMAIL]

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