

TERMS OF SERVICE (AGREEMENT)

SMARTBIDS (a PRODUCT OF RONAV-AI)

Last Updated: November 27, 2024

THIS IS A LEGALLY BINDING AGREEMENT. PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY CLICKING "REGISTER," "SIGN UP," OR BY ACCESSING OR USING THE SMARTBIDS PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS.

1. DEFINITIONS AND INTERPRETATION

1.1 "Service" refers to the SmartBids SaaS platform, including the AI-driven compliance audit, proposal analysis, executive summary generation, and associated dashboards provided via smartbid-secure.onrender.com or any successor domains.

1.2 "User" or "Client" refers to the individual or legal entity registering for the Service.

1.3 "User Content" refers to any Request for Quotation (RFQ) documents, Bid Proposals, pricing data, or proprietary business information uploaded by the User.

1.4 "AI Outputs" refers to the compliance scores, risk assessments, summaries, and text generated by the Service.

2. NATURE OF THE SERVICE (AI ADVISORY DISCLAIMER)

2.1 No Professional Advice: SmartBids is an artificial intelligence-powered analytical tool. The outputs generated by the Service are for informational and drafting purposes only. They do not constitute legal, financial, procurement, or strategic business advice.

2.2 No Guarantee of Results: The Company makes no representation or warranty that the use of the Service will result in: (a) A successful bid or contract award; (b) Compliance with any specific government or private sector regulation; or (c) The detection of all errors, omissions, or risks within a document.

2.3 AI Hallucinations & Accuracy: The User acknowledges that Large Language Models (LLMs) and AI technologies may produce "hallucinations" or factually incorrect information. The User assumes full responsibility for reviewing, verifying, and editing all AI Outputs before submitting them to any third party.

3. LICENSE AND INTELLECTUAL PROPERTY

3.1 Ownership of User Content: The Company claims no ownership rights over the RFQs or Proposals uploaded by the User. All intellectual property rights in the User Content remain exclusively with the User.

3.2 License to Process: By uploading User Content, the User grants the Company a worldwide, non-exclusive, royalty-free license to access, use, and process said Content solely for the purpose of providing the Service to the User.

3.3 Ownership of Platform: The SmartBids platform, including its source code, algorithms, UI design, "God View" analytics architecture, and "Sales Coach" logic, is the exclusive property of the Company.

3.4 No Reverse Engineering: The User agrees not to decompile, reverse engineer, disassemble, or attempt to derive the source code or underlying AI prompts of the Service.

4. USER OBLIGATIONS AND CONDUCT

4.1 Authorized Use: You agree to use the Service only for lawful business purposes. You shall not use the Service to process classified government data, illegal content, or data violating third-party intellectual property rights.

4.2 Account Security: You are responsible for safeguarding your login credentials. The Company is not liable for any loss or damage arising from your failure to protect your account.

5. SUBSCRIPTION, BILLING, AND CANCELLATION

5.1 Free Trial: The Company may offer a limited free trial (currently defined as 3 Audits). The Company reserves the right to modify or terminate the free trial offer at any time without notice.

5.2 Pro Subscription: Continued use requires a paid subscription ("SmartBids Pro").

(a) Fees: Fees are billed monthly in advance via our payment processor (Stripe). (b)

Automatic Renewal: Subscriptions automatically renew unless canceled at least 24 hours before the end of the billing cycle. (c) Cancellation: Users may cancel at any time via the "To Unsubscribe" link in the dashboard. Cancellation takes effect at the end of the current billing period. (d) No Refunds: The Company does not offer

refunds for partial months or unused services.

6. CONFIDENTIALITY & DATA SECURITY

6.1 Confidentiality: The Company agrees to treat all User Content as Confidential Information. We will not share, sell, or disclose User Content to third parties, except to our authorized infrastructure providers (Google, Stripe, Firebase) as necessary to deliver the Service.

6.2 AI Training: The Company warrants that User Content is not used to train public AI models. Data sent to the AI provider is strictly for the purpose of generating the immediate response.

7. LIMITATION OF LIABILITY (CRITICAL CLAUSE)

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

7.1 Indirect Damages: IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITIES, OR LOSS OF CONTRACTS, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICE.

7.2 Liability Cap: THE COMPANY'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO THE COMPANY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, and employees from any claims, liabilities, damages, losses, and expenses (including legal fees) arising out of or in any way connected with: (a) Your access to or use of the Service; (b) Your User Content; or (c) Your violation of these Terms.

9. MODIFICATIONS TO SERVICE

The Company reserves the right to modify, suspend, or discontinue the Service (or any part thereof) at any time with or without notice. You agree that the Company shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Jurisdiction: These Terms shall be governed by and construed in accordance with the laws of Malaysia, without regard to its conflict of law provisions.

10.2 Dispute Resolution: Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration in Malaysia.

11. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and the Company regarding the use of the Service and supersede all prior agreements and understandings, whether written or oral.