

TERMS OF SERVICE (AGREEMENT)

SMARTPROCURE (a PRODUCT OF RONAV-AI)

Last Updated: 19 December 2025

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

1. DEFINITIONS AND INTERPRETATION

1.1 **"Service"** refers to the **SmartProcure** SaaS platform, including the AI-driven vendor evaluation, risk analysis, red-line detection, and procurement dashboards provided via <https://smartprocure-application.onrender.com> or any successor domains.

1.2 **"User"** or **"Client"** refers to the individual or legal entity (typically a Procurement Professional or Buyer) registering for the Service.

1.3 **"User Content"** refers to any Internal Request for Quotation (RFQ) documents, Tender specifications, Vendor Proposals, pricing tables, or proprietary business information uploaded by the User.

1.4 **"AI Outputs"** refers to the risk scores, compliance matrices, red-line alerts, summaries, and text generated by the Service.

2. NATURE OF THE SERVICE (AI ADVISORY DISCLAIMER)

2.1 **No Professional Advice:** SmartProcure is an artificial intelligence-powered analytical tool. The outputs generated by the Service are for informational and risk-assessment purposes only. They do not constitute legal, financial, 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) The detection of all vendor risks or non-compliance; (b) The prevention of bad contracts; or (c) The perfect interpretation of legal clauses .

2.3 **AI Hallucinations & Accuracy:** The User acknowledges that AI technologies may produce "hallucinations" or factually incorrect information. The User assumes full responsibility for reviewing, verifying, and validating all AI Outputs (especially Red Line Alerts) before making purchasing decisions .

3. LICENSE AND INTELLECTUAL PROPERTY

3.1 Ownership of User Content: The Company claims no ownership rights over the RFQs or Vendor 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 SmartProcure platform, including its source code, algorithms, UI design, "God View" analytics architecture, and "Procurement Auditor" logic, is the exclusive property of the Company.

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 (unless authorized), 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 ("SmartProcure 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 "Manage Subscription" link in the dashboard. Cancellation takes effect at the end of the current billing period .

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

7.1 Indirect Damages: IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR DATA, ARISING OUT OF YOUR USE OF THE SERVICE.

7.2 Liability Cap: THE COMPANY'S TOTAL CUMULATIVE LIABILITY TO YOU SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO THE COMPANY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 Jurisdiction: These Terms shall be governed by the laws of Malaysia.

8.2 Dispute Resolution: Any dispute shall be referred to and finally resolved by arbitration in Malaysia.