

# Terms of Service

**Last Updated:** November 2<sup>nd</sup>, 2025

These Terms of Service ("Terms") govern your use of Alncident's incident reporting and management platform. By using our service, you agree to these Terms. If you don't agree, please don't use our service.

## 1. Acceptance of Terms

By creating an account or using Alncident, you confirm that:

- You are at least 18 years old
- You have the legal authority to enter into this agreement
- If you're signing up for an organization, you have authority to bind that organization
- All information you provide is accurate and complete

## 2. Our Service

Alncident provides an incident reporting and management platform that includes:

- AI-powered summaries of incident reports
- Voice-to-text recording and transcription
- Smart notification routing
- Map-based location tracking
- Multi-location management
- Role-based access (Admin, Manager, User accounts)
- Incident storage and retrieval
- Real-time alerts and notifications

## 3. Account Types

### Admin Users

Admin users are the account owners who:

- Create and manage the overall account
- Own and manage one or more Locations (organizational sites)
- Have full access to all incident reports, voice recordings, and data
- Can add, remove, and manage Manager and User accounts
- Control billing and subscription settings
- Own all data created within their organization

### Manager Users

Manager users:

- Oversee specific assigned Locations
- Can manage incidents within their assigned areas
- May be assigned to multiple Locations

### User Accounts

Standard users:

- Create and submit incident reports
- May be assigned to multiple Locations
- Have limited access based on their role

#### **Important: Who Owns the Data**

All incident reports, voice recordings, and data created within a Location belong to the Admin's organization, not to individual Managers or Users. If a Manager or User deletes their account, their incident reports stay with the organization. Only personal login information (name, email, password) is deleted.

## **4. Account Registration and Security**

You must provide accurate information when creating an account. You are responsible for:

- Keeping your password secure
- All activity that happens under your account
- Notifying us immediately of any unauthorized access
- Not sharing your account credentials with others

Each user must have their own account. Sharing login credentials is not allowed and may result in account termination.

## **5. Free Trial**

### **Free Trial Offer**

We offer a 1-week (7 calendar days) free trial to new customers who have not previously subscribed to Alncident. The free trial allows you to access and evaluate our platform before committing to a paid subscription.

#### **Trial Eligibility**

- The free trial is available only to first-time customers
- One free trial per organization or business entity
- You must provide valid payment information (credit card) to start the trial
- We reserve the right to verify eligibility and decline free trials for any reason

#### **What's Included in the Free Trial**

During your free trial, you have full access to:

- All platform features and functionality
- AI-powered incident summarization
- Voice recording and transcription
- Location tracking and mapping
- User management and notifications
- All features available in your selected subscription tier

#### **Payment Information Required**

**Important:** You must provide a valid credit card or payment method when you sign up for the free trial. By providing payment information, you authorize us to:

- Verify your payment method
- Automatically charge your payment method at the end of the trial period if you don't cancel
- Process the full subscription fee for your selected plan

### **Trial Period and Notifications**

- Your free trial begins the moment you complete registration
- The trial lasts for 7 calendar days from your registration date and time
- We will send you email reminders about your trial:
  - 2 days before trial expiration (reminder to cancel if you don't want to continue)
  - On the day your trial expires (notification that billing will begin)
- Notifications will be sent to the Admin email address on file

### **Automatic Conversion to Paid Subscription**

**CRITICAL: If you do not cancel before your trial ends, you will automatically be charged.**

- Your payment method will be charged automatically when the 7-day trial expires
- The charge will be for the full subscription price of your selected plan
- Billing will continue on the regular subscription cycle (monthly or annual) that you selected
- You will receive an email receipt when the charge processes

### **How to Cancel Your Free Trial**

To avoid being charged, you must cancel before the trial period ends:

- Log into your account and go to Billing Settings
- Click "Cancel Subscription" or "Cancel Trial"
- Confirm your cancellation
- You will receive a cancellation confirmation email

### **Cancellation Timing:**

- You can cancel anytime during the 7-day trial period
- If you cancel during the trial, you will NOT be charged
- You will retain access to the platform until the end of your 7-day trial period, even if you cancel early
- After cancellation, your data will be retained for 7 days, then permanently deleted

### **No Refunds for Free Trial Conversions**

If you do not cancel your free trial and are automatically charged:

- The charge is non-refundable
- You agreed to automatic billing by providing payment information at signup
- You received advance notice via email reminders
- You had the full 7-day trial period to evaluate the service

However, we may consider refund requests on a case-by-case basis if:

- You can demonstrate you did not receive trial expiration email notifications due to our technical error
- There was a billing error on our part
- Other extenuating circumstances at our sole discretion

### **Trial Data and Usage**

All data you create during your free trial:

- Is treated the same as paid account data
- Is subject to the same privacy and security protections
- Will be retained if you convert to a paid subscription
- Will be deleted 7 days after trial cancellation if you don't convert

### **Trial Restrictions and Abuse Prevention**

To prevent abuse of the free trial system:

- Only one free trial per email address
- Only one free trial per payment method
- Only one free trial per organization/business
- We may require additional verification for trial signup
- We reserve the right to deny free trials or terminate trials early if we detect:
  - Multiple signups from the same person or organization
  - Use of temporary or disposable email addresses for fraudulent purposes
  - Violation of our Terms of Service or Acceptable Use Policy
  - Attempts to circumvent trial limitations

Violation of trial restrictions may result in immediate termination without refund and potential legal action.

### **Trial Terms Acceptance**

By signing up for a free trial, you acknowledge and agree that:

- You have read and understand the free trial terms
- You authorize automatic billing if you don't cancel before trial expiration
- You will receive email notifications about trial status
- You are responsible for canceling if you don't want to continue
- Failure to cancel results in automatic payment
- The charge after trial expiration is non-refundable except as stated above

## **6. Subscriptions and Billing**

### **Payment**

- All fees are in U.S. dollars
- Subscriptions automatically renew unless cancelled
- We use Stripe to process payments securely
- You authorize us to charge your payment method for all applicable fees
- You must provide complete and accurate billing information

- You are responsible for all applicable taxes

### **Failed Payments**

If a payment fails:

- We'll notify you by email
- You must update your payment method or pay manually
- Your account may be suspended if payment isn't received within **14** days
- We may terminate accounts with overdue payments

## 7. Refunds and Cancellations

### **Our Refund Policy**

Due to the immediate access provided when you subscribe, we generally don't provide refunds.

However, we may consider refunds on a case-by-case basis for:

- Technical problems that prevent you from accessing the platform (if not fixed within 48 hours)
- Accidental duplicate subscriptions
- Billing errors on our part

We don't provide refunds for:

- Change of mind after subscribing
- Not using the service
- Business closure or changes
- Disagreement with features
- Automatic billing after free trial expiration (you were notified in advance)

### **How to Cancel**

You can cancel your subscription anytime through your account settings or by contacting support. When you cancel:

- You keep access until the end of your current billing period
- No partial refunds for unused time
- Your data is retained according to our Privacy Policy
- You can reactivate before data deletion

Admin users should export any needed data before cancelling.

## 8. Account Deletion

### **Admin Account Deletion**

If you're an Admin user and delete your account:

- Deletion happens immediately
- All access is removed right away
- All data is permanently deleted per our Privacy Policy
- **Warning:** Deleting your Admin account deletes all Locations you own and removes access for all Managers and Users in those Locations

## **Manager/User Account Deletion**

If you're a Manager or User and delete your account:

- Your personal information (name, email, login) is removed
- Incident reports you created stay with the organization
- The Admin keeps access to all incident data

All deletions are permanent and cannot be undone.

## **9. Acceptable Use**

You agree not to:

### **Prohibited Activities**

- Use the service for any illegal purpose
- Submit false, misleading, or fraudulent incident reports
- Use the service to harass, threaten, or harm others
- Attempt unauthorized access to our systems
- Interfere with or disrupt the service
- Use automated tools to extract data without permission
- Share your account credentials
- Create multiple accounts to abuse trial periods or promotions
- Use stolen payment methods
- Copy or redistribute our proprietary content
- Reverse engineer our platform
- Remove copyright or trademark notices
- Abuse the free trial system by creating multiple trials

## **10. Intellectual Property Protection**

### **Our Proprietary Rights**

AIncident and the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You acknowledge and agree that:

### **Platform Ownership:**

- AIncident owns all right, title, and interest in and to the Service, including all software, code, algorithms, technology, user interfaces, designs, know-how, and trade secrets
- The Service constitutes valuable trade secrets and confidential proprietary information of AIncident
- The Service is protected by copyright, trademark, patent, trade secret, and other intellectual property laws
- No rights or licenses are granted to you except the limited right to use the Service as expressly stated in these Terms

### **What You Cannot Do:**

You specifically agree NOT to:

- Copy, modify, adapt, translate, or create derivative works of the Service
- Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, algorithms, or trade secrets of the Service
- Extract, scrape, or harvest data from the Service using automated means
- Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices
- Use the Service to develop a competing product or service
- Use the Service to build a similar or competitive product
- Benchmark the Service against competing products without written permission
- Access the Service to monitor its availability, performance, or functionality for competitive purposes
- Share, publish, or disclose any non-public features, functionality, or technical information about the Service

**Confidential Information:**

You acknowledge that through your use of the Service, you may have access to confidential and proprietary information, including:

- Technical architecture and infrastructure details
- AI algorithms and models
- Software features and functionality not publicly documented
- Security measures and protocols
- Business processes and methodologies
- Pricing structures and business plans
- User interface designs and workflows

You agree to:

- Treat all such information as confidential and proprietary to Alincident
- Not disclose such information to any third party
- Not use such information for any purpose other than using the Service as intended
- Protect such information with at least the same degree of care you use for your own confidential information

**Restrictions During and After Service:**

These intellectual property restrictions apply:

- During your use of the Service (including free trials)
- After termination or cancellation of your account
- Indefinitely, for as long as the information remains confidential and proprietary

**Competitive Use Prohibited:**

You specifically agree that you will not, and will not permit any third party to:

- Use any information gained from the Service to develop, enhance, or operate a competing incident management, reporting, or tracking system
- Reverse engineer any aspect of the Service to gain competitive advantage
- Share technical details about the Service with competitors

- Use your knowledge of the Service to provide consulting services to competitors
- Solicit AIncident employees to work for or with a competing business

## **Your Content Rights and Licenses**

**Your Ownership:** You retain all ownership rights to the content you create and submit through the Service, including:

- Incident reports you write
- Photos and images you upload
- Voice recordings you create
- Location data you provide
- Other materials you submit

### **License You Grant to Us:**

By submitting content to the Service, you grant AIncident a limited, non-exclusive, worldwide license to:

- Store and process your content to provide the Service
- Use your content to generate AI summaries and analytics
- Display your content to authorized users in your organization
- Back up and secure your content
- Improve and enhance the Service (using anonymized, aggregated data only)

This license:

- Exists only for the purpose of providing the Service
- Terminates when you delete your content or close your account (except for legally required retention)
- Does not grant us ownership of your content
- Does not allow us to share your content with third parties except as necessary to provide the Service

### **Prohibition on Unauthorized Use:**

We will not:

- Use your specific incident reports, photos, or voice recordings to train AI models that are sold or licensed to others
- Share your confidential business information with competitors
- Use your content for purposes unrelated to providing you the Service
- Sell or license your content to third parties

However, we may use anonymized, aggregated data that does not identify you or your organization for analytics and service improvement.

## **Intellectual Property (IP) Infringement Claims**

**If You Believe We Infringe Your Rights:**

If you believe the Service infringes your intellectual property rights, contact us at [legal email] with:

- Description of the intellectual property you claim is infringed
- Description of how you believe we are infringing
- Your contact information
- Statement that you have a good faith belief the use is not authorized
- Statement that the information in your notice is accurate
- Your physical or electronic signature

### **If You Infringe Our Rights:**

If we determine that you have violated our intellectual property rights or the restrictions in this section:

- We may immediately terminate your access to the Service
- We may pursue legal remedies including injunctive relief and damages
- You may be liable for our attorneys' fees and costs
- We may report the violation to appropriate authorities

### **Mutual Protection:**

Both parties agree to:

- Respect each other's intellectual property rights
- Not engage in unauthorized use of proprietary information
- Promptly report any suspected infringement
- Cooperate in investigations of intellectual property violations

## **Non-Disclosure Obligations**

### **Confidentiality Agreement:**

By using the Service, you enter into a confidentiality agreement with Alncident. You agree to:

1. **Identify Confidential Information:** Recognize that Alncident's technology, business processes, pricing, features, and non-public information about the Service are confidential
2. **Protect Confidential Information:**
  - Use the same degree of care you use to protect your own confidential information
  - Use at least reasonable care to protect Alncident's confidential information
  - Limit access to confidential information to employees with a legitimate need to know
  - Ensure employees who access confidential information are bound by similar obligations
3. **Restrictions on Use:**
  - Use confidential information only for the purpose of using the Service
  - Not disclose confidential information to third parties without written permission
  - Not use confidential information to compete with Alncident
  - Not use confidential information for any purpose other than using the Service
4. **Exceptions:** These confidentiality obligations don't apply to information that:

- Is or becomes publicly available through no fault of yours
  - You lawfully possessed before receiving it from AIncident
  - You receive from a third party with no obligation of confidentiality
  - You independently develop without using AIncident's confidential information
5. **Required Disclosure:** If you are legally required to disclose confidential information:
- Notify us immediately upon learning of the requirement
  - Provide us opportunity to seek protective order or other remedy
  - Disclose only the minimum information legally required
  - Request confidential treatment of the disclosed information

**Duration:** Your confidentiality obligations survive termination of your account and continue for as long as the information remains confidential and proprietary.

## Injunctive Relief

You acknowledge that:

- Violation of these intellectual property or confidentiality provisions would cause irreparable harm to AIncident
- Monetary damages alone would be insufficient to remedy such harm
- AIncident is entitled to seek injunctive relief (court orders to stop violations) without posting a bond
- AIncident may seek injunctive relief in addition to any other remedies available at law or equity

This means we can ask a court to immediately stop you from violating these provisions, even before a full trial.

## 11. Voice Recording Requirements and Consent

### California Two-Party Consent Law

California is a two-party consent state under California Penal Code Section 632. This means ALL parties on a call must consent to being recorded before recording begins. Violations can result in criminal penalties and civil liability.

### Our Automated Recording Notice

To help you comply with California law, AIncident automatically plays a notice at the beginning of each recorded call through our Twilio voice system:

**"This call is being recorded for quality assurance purposes. By remaining on the line, you consent to this recording."**

This automated notice helps establish consent from all parties on the call. However, you remain responsible for ensuring compliance with all applicable recording laws.

### Your Responsibilities as an Organization

Organizations using AIncident's voice recording features must:

1. **Before employees start using voice recording:**

- Inform employees in writing that calls may be recorded
  - Obtain written consent from employees acknowledging voice recording capabilities
  - Include voice recording policies in your employee handbook or policies
  - Provide training on proper use of recording features
2. **When using voice recording:**
- Ensure all parties hear the automated recording notice before proceeding
  - Only record calls for legitimate business purposes (incident documentation, quality assurance, training, compliance)
  - Do not record calls for unauthorized or improper purposes
  - Comply with all federal and state recording consent laws in your jurisdiction
3. **Access and confidentiality:**
- Inform employees that Admin users can access and download their voice recordings
  - Limit admin access to only those with legitimate business need
  - Maintain confidentiality of recording content
  - Use recordings only as stated in your privacy policies

### **Consent Acknowledgment Required**

Before using voice recording features, all users must acknowledge:

- I understand that calls I make through AIIncident will be recorded
- I understand that an automated notice will inform all parties that the call is being recorded
- I understand that Admin users in my organization can access and download my voice recordings
- I will only use voice recording features when all parties have consented to recording
- I understand my responsibilities under California and federal recording consent laws

### **Industry-Specific Requirements**

If your organization operates in regulated industries (healthcare, government, education, financial services), you may have additional recording and retention requirements beyond what AIIncident provides. You are solely responsible for understanding and complying with any industry-specific regulations applicable to your business.

#### **Examples of additional requirements you may need to consider:**

- HIPAA requirements for healthcare-related recordings
- Financial services recording and retention regulations
- Government agency recording and public records requirements
- Education privacy laws (FERPA) for educational institutions

AIIncident's default 3-year retention for voice recordings and 7-year retention for transcripts may not meet your specific industry requirements. You are responsible for exporting and maintaining recordings according to your applicable legal obligations.

## **Legal Disclaimer**

AIncident provides the technology for voice recording but does not provide legal advice. The automated recording notice and consent mechanisms are tools to help you comply with applicable laws, but they do not guarantee compliance. You must:

- Consult with legal counsel about your specific recording obligations
- Ensure your use of voice recording complies with all applicable federal, state, and local laws
- Obtain appropriate legal advice for your industry and jurisdiction
- Implement additional measures if required by your specific circumstances

You assume all legal responsibility and liability for your use of voice recording features and for ensuring compliance with applicable recording consent laws.

## **12. AI Features**

### **Understanding AI Limitations**

You understand that:

- AI-generated summaries may not always be completely accurate
- You should review AI-generated content before relying on it
- AI outputs should not be the only basis for important decisions
- We use OpenAI's API for summarization with their zero data retention policy
- AI technology is constantly evolving and improving

## **13. Emergency Services Disclaimer**

**CRITICAL: AIncident is NOT an emergency response system and should NEVER be used as a substitute for emergency services.**

**For Emergencies, Always Call 911 First**

**If you are experiencing a life-threatening emergency or situation requiring immediate response:**

- **CALL 911 or your local emergency services IMMEDIATELY**
- Do NOT rely on AIncident for emergency response
- Do NOT wait to document the incident in AIncident before calling emergency services
- Emergency services should ALWAYS be your first action in any urgent situation

## **What AIncident Is For**

AIncident is designed for:

- **Documentation** of incidents after they occur or are stabilized
- **Management** and tracking of non-emergency incidents
- **Record-keeping** for compliance and analysis purposes
- **Communication** of incident information to appropriate personnel within your organization

## **What AIncident Is NOT For**

AIncident should NOT be used for:

- Emergency medical situations requiring immediate medical attention
- Active security threats or dangerous situations in progress
- Fire, explosion, or other immediate life safety hazards
- Any situation where delay could result in injury, death, or significant property damage
- Time-critical incidents requiring immediate law enforcement or emergency response

## **Our Limitations**

You acknowledge and agree that:

- AIncident notifications may be delayed or may fail to deliver
- The service may be unavailable due to technical issues, maintenance, or outages
- Internet connectivity issues may prevent timely incident reporting
- Mobile device issues may prevent access to the service
- We cannot guarantee real-time delivery of any notifications or alerts
- AI-generated summaries may contain errors or miss critical information
- Location tracking may be inaccurate or unavailable

## **No Liability for Emergency Response Delays**

We are not responsible for:

- Any injury, death, or property damage resulting from failure to contact emergency services directly
- Delays in incident reporting or notification delivery
- Service unavailability during critical situations
- Inaccurate or incomplete incident information
- Failure of notifications to reach intended recipients
- Any consequences of using AIncident instead of or before calling emergency services

## **Your Responsibility**

You are solely responsible for:

- Ensuring your personnel understand that AIncident is NOT for emergencies
- Training your staff to call 911 first in emergency situations
- Maintaining separate emergency response procedures and systems
- Having backup communication methods for emergencies
- Ensuring AIncident supplements rather than replaces proper emergency protocols

## **Prominent Notice Required**

You must prominently inform all users within your organization that:

1. AIncident is for incident documentation only
2. Emergency services (911) must be contacted first for any emergency
3. AIncident should not be relied upon for time-sensitive emergency response
4. The service may experience delays, outages, or failures

## **Acknowledgment**

By using Alincident, you acknowledge that you understand and accept these limitations and that you will not use Alincident as an emergency response system or as a substitute for contacting emergency services directly.

## 14. Intellectual Property (IP)

### Our Rights

The service and all its content, features, and functionality are owned by Alincident. This includes:

- Software and code
- Designs and graphics
- Logos and trademarks
- Content and materials

You may not copy, modify, distribute, sell, or lease any part of our service without permission.

### Your Rights

You own all data and content you submit to the service, including:

- Incident reports
- Photos
- Voice recordings
- Other uploaded materials

However, you give us permission to use your content as necessary to provide the service. Remember, incident reports belong to the organization (Admin), not individual users.

## 15. Privacy

Your use of the service is governed by our Privacy Policy. By using Alincident, you consent to our data practices as described in the Privacy Policy.

Key points:

- We collect personal information and incident data
- We use third-party services (AWS, Twilio, OpenAI, Stripe)
- Admin users have access to organizational data
- You must get necessary consents from your personnel
- We comply with California privacy laws (CCPA)

## 16. Third-Party Services

We use trusted partners including:

- Amazon Web Services (AWS) for cloud hosting
- Twilio for voice and SMS processing and routing
- OpenAI for AI summarization
- Stripe for payment processing
- Google Analytics for website analytics

These services have their own terms and privacy policies. We're not responsible for how they operate, but we only share the minimum data necessary.

## 17. Service Availability

We work hard to keep the service running smoothly, but we can't guarantee:

- Uninterrupted or error-free operation
- That all features will always work perfectly
- That the service will be available 100% of the time

The service may be unavailable due to:

- Scheduled maintenance (we'll notify you when possible)
- Emergency updates
- Third-party service outages
- Technical issues
- Events beyond our control

## 18. Changes to Service and Terms

### **Service Changes**

We may update, modify, or discontinue features at any time. If we permanently discontinue the service, we'll give you reasonable notice and a pro-rated refund for prepaid fees.

### **Terms Changes**

We may update these Terms from time to time. When we make changes:

- We'll email you at least 30 days before material changes take effect
- We'll update the "Last Updated" date at the top
- Your continued use after changes means you accept them
- If you don't agree, you can stop using the service

## 19. Termination

### **You Can Cancel Anytime**

You can stop using the service and close your account at any time by:

- Using account deletion in your settings
- Contacting customer support
- Cancelling your subscription

### **We Can Terminate Your Account If:**

- You breach these Terms
- Your account poses a security risk
- We're required to by law
- Your payment is overdue
- You engage in fraudulent or abusive behavior

- You harm or could harm other users or our service
- You violate our intellectual property rights or confidentiality obligations
- You abuse the free trial system

We may also terminate inactive accounts (no login for over 12 months) with advance notice.

### **What Happens When Service Ends**

When your service ends:

- Your access stops immediately
- We'll delete your data according to our Privacy Policy
- You're still responsible for any unpaid fees
- Some provisions of these Terms continue (like liability limits, intellectual property rights, and confidentiality obligations)
- Your confidentiality and intellectual property obligations survive termination

If you believe we terminated your account in error, contact support at [support@aincident.io](mailto:support@aincident.io) within 30 days.

## **20. Disclaimers**

**The service is provided "as is."** We don't make any warranties, express or implied, including:

- That the service will meet your expectations
- That the service will be error-free or uninterrupted
- That data will always be accurate
- That AI outputs will be perfect
- Warranties of merchantability or fitness for a particular purpose

We're not responsible for:

- Service interruptions or downtime
- Data loss due to technical failures
- Delays in notification delivery
- Inaccuracies in AI-generated content
- Third-party service failures
- Your failure to back up data
- Consequences of not contacting emergency services directly

## **21. Limitation of Liability**

### **Understanding Our Liability Limits**

To the maximum extent permitted by law, our liability under these Terms is limited as described below. These limitations protect both you and us by setting clear expectations about the risks and responsibilities of using the service.

#### **Dollar Limit**

Our total liability under these Terms cannot exceed the greater of:

1. The total amount you paid us in the 12 months immediately before the issue that caused the liability, OR
2. \$100 (one hundred U.S. dollars)

**Example:** If you pay \$50/month and an issue occurs after 6 months of service, our maximum liability would be \$300 (6 months × \$50). If you're a new customer who paid \$50 for one month, our maximum liability would be \$100 (the minimum).

**For Free Trial Users:** If an issue occurs during your free trial before any payment is made, our maximum liability is \$100.

### **Important Notice About Liability Cap**

California courts may review liability limitations to ensure they are fair and reasonable. This \$100 minimum liability cap is designed to be reasonable given:

- The low cost of our subscription service (\$50-500/month for most customers)
- The nature of the service (incident documentation, not critical infrastructure)
- Industry-standard practices for similar software services
- The availability of insurance and other risk mitigation tools for your business

If you believe this limitation is insufficient for your business needs, you should:

- Maintain appropriate business insurance
- Implement redundant systems for critical operations
- Not rely on Alncident as your sole incident management system
- Consider whether the service is appropriate for your risk tolerance

### **Types of Damages We're Not Liable For**

We're not liable for indirect, incidental, special, consequential, or punitive damages, including but not limited to:

- Lost profits, revenue, or business opportunities
- Lost or corrupted data or information
- Business interruption or downtime
- Cost of substitute services or products
- Damage to reputation or goodwill
- Any other indirect losses

This limitation applies even if:

- We knew or should have known these damages were possible
- The direct damages don't fully compensate you for your losses
- A remedy fails of its essential purpose

### **Exceptions to Liability Limitations**

These liability limitations DO NOT apply to:

- Our gross negligence or willful misconduct
- Fraud or fraudulent misrepresentation

- Death or personal injury caused by our negligence
- Violations of law that cannot be limited by contract
- Our obligations to indemnify you under Section 22 (Indemnification)
- Matters that cannot be limited under applicable California law
- Our willful violation of your intellectual property rights

### **State-Specific Limitations**

Some states, including California, do not allow certain limitations on liability, especially for:

- Personal injury or death
- Gross negligence or willful misconduct
- Certain consumer protection violations
- Violations of fundamental public policy

If you are in a state that prohibits these limitations, they apply only to the maximum extent permitted by applicable law, and you may have additional rights.

### **What We ARE Liable For**

These limitations don't affect our responsibility for:

- Providing the service as described in our agreement
- Maintaining reasonable security measures
- Processing your data according to our Privacy Policy and DPA
- Honoring refund obligations where applicable
- Our contractual obligations that cannot be limited by law

### **Your Responsibility to Mitigate Damages**

You agree to take reasonable steps to minimize any damages you might suffer, including:

- Maintaining backups of critical data
- Having redundant systems for critical operations
- Promptly notifying us of any issues or problems
- Following our guidance for resolving technical issues
- Maintaining appropriate business insurance

### **Questions About Liability**

If you have questions about these liability limitations or believe they may be insufficient for your specific use case, please contact us at [privacy@aincident.io](mailto:privacy@aincident.io) before subscribing to discuss whether Alincident is appropriate for your needs.

## **22. Indemnification**

### **Your Indemnification of Alincident**

You agree to defend, indemnify, and hold us harmless from any claims, damages, or expenses (including reasonable legal fees) arising from:

- Your use of the service
- Your violation of these Terms

- Your violation of any law
- Content you submit
- Your failure to get necessary recording consents
- Any incident reports or data you submit
- Your violation of our intellectual property rights
- Your disclosure of our confidential information
- Your use of the service to develop competing products
- Claims by your employees, contractors, or third parties related to your use of the service

### **Our Indemnification of You**

We agree to defend, indemnify, and hold you harmless from third-party claims that:

- The Service, when used as authorized under these Terms, infringes a third party's U.S. patent, copyright, or trademark
- Arise from our gross negligence or willful misconduct

### **Our indemnification does NOT apply if the claim arises from:**

- Your modification of the Service
- Your combination of the Service with other products or services
- Your use of the Service in violation of these Terms
- Content or data you submit to the Service
- Your violation of our intellectual property or confidentiality provisions

### **Indemnification Process**

For any indemnification claim:

1. The party seeking indemnification must promptly notify the other party
2. The indemnifying party has the right to control the defense and settlement
3. The party seeking indemnification can participate in defense at their own expense
4. The indemnifying party cannot settle without the other party's consent if settlement imposes obligations on that party

## **23. Disputes and Legal Issues**

### **Try to Resolve Issues First**

If we have a disagreement, let's try to work it out. Contact us at [disputes email] with details about the issue. We'll try to contact you at your account email. If we can't resolve the issue within 60 days, either of us can pursue legal action.

### **Governing Law**

These Terms are governed by California law, without regard to conflict of law principles.

### **Where Lawsuits Can Be Filed**

Any legal action related to these Terms must be brought in the courts of Placer County, California. You consent to the jurisdiction of these courts.

## **No Class Actions**

You agree that any dispute will be resolved individually, not as part of a class action, consolidated action, or representative proceeding.

## **Exceptions**

This section doesn't apply to:

- Small claims court cases
- Requests for injunctive relief to stop unauthorized use of the service or intellectual property violations

## **24. General Provisions**

### **Entire Agreement**

These Terms, along with our Privacy Policy and any other referenced policies, make up the complete agreement between you and AIncident.

### **Assignment**

You can't transfer your rights under these Terms without our permission. We can transfer our rights to an affiliate or successor company.

### **Severability**

If any part of these Terms is found to be unenforceable, the rest remains in effect.

### **No Waiver**

If we don't enforce a part of these Terms, that doesn't mean we give up the right to enforce it later.

### **Force Majeure**

Neither of us is liable for failures or delays due to circumstances beyond our control, like natural disasters, internet failures, or government actions. This doesn't excuse payment obligations.

### **No Third-Party Rights**

These Terms don't create any rights for third parties.

### **Export Controls**

You agree to comply with all U.S. export laws. You confirm that you're not located in an embargoed country or on any restricted party list.

### **Notices**

We'll send notices to your account email address. You can send legal notices to [privacy@aincident.io](mailto:privacy@aincident.io).

### **Survival**

The following provisions survive termination of these Terms:

- Intellectual Property Protection (Section 10)
- Confidentiality obligations
- Indemnification (Section 22)
- Limitation of Liability (Section 21)
- Disputes and Legal Issues (Section 23)
- Any unpaid payment obligations
- Any provisions that by their nature should survive

## 25. California-Specific Provisions

If you're a California resident, you may report complaints to:

Complaint Assistance Unit  
Division of Consumer Services  
California Department of Consumer Affairs  
1625 North Market Blvd., Suite N 112  
Sacramento, CA 95834  
Phone: (800) 952-5210

## 26. Contact Information

For questions about these Terms:

**AIncident Privacy Team**

Email: [privacy@aincident.io](mailto:privacy@aincident.io)

Contact Form: <https://aincident.io/contact>

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### Acknowledgment

By using AIncident, you confirm that you have read, understood, and agree to these Terms of Service, including:

- Free trial terms and automatic billing provisions
- Intellectual property protections and restrictions
- Confidentiality obligations
- Limitations on use and reverse engineering
- All other terms and conditions stated herein