

**Terms of Service Agreement****(ROUGH DRAFT)**

IMPORTANT: 1. This applies solely to Free and Professional accounts and will be agreed to as part of the subscription that a subscriber pays (by paying you agree).

This Term of Services Agreement (the "Agreement") is entered into as of [date] the "Effective Date". These Terms of Service ("Terms") govern your access and use of our AI-powered compliance platform (the "Service") provided by Voyager AI, LLC ("VAI"). By signing up for a Free or Professional account, you agree to these Terms.

1.0 ACCOUNTS & ELIGIBILITY

1.1 Free Accounts

1. Free Accounts provide limited access to Voyager AI's regulatory briefs and compliance insights.
2. Users may access a restricted set of features, with no guaranteed uptime or customer support beyond community forums.
3. No payment information is required.

1.2 Professional Accounts (\$499/month)

1. Professional Accounts include enhanced access to compliance insights, policy tracking, and AI-generated recommendations.
2. A single Professional Account is limited to one user license. Additional licenses may be required for multiple users.
3. Includes standard customer support during business hours.

1.3 Eligibility

1. You must be 18 years or older to use Voyager AI.
2. By using our Services, you affirm that you are not restricted by law from using AI-based compliance technology.

2.0 PAYMENT & BILLING (PROFESSIONAL ACCOUNTS)

2.1 Subscription Fees

1. The Professional Account is billed at \$499 per month per user.
2. Payments are due in advance on a monthly basis.
3. All fees are non-refundable, except where required by applicable law.

2.2 Auto-Renewal

4. Your subscription will automatically renew each month unless canceled at least 5 days before the next billing cycle.

2.3 Payment Methods & Authorization

1. Payments must be made via credit card or ACH transfer.
2. By providing a payment method, you authorize VAI to charge the subscription fee on a recurring basis.
3. Applying a payment method indicates full acceptance of this contract.

2.4 Failed Payments & Account Suspension

1. If a payment fails or a transaction is declined, you will receive a payment failure notice.
2. If payment is not received or no contact is made within 3 business days after expiration, the account will be automatically canceled.
3. To avoid disruptions, contact billing@voyagerai.us if you need assistance with payments.

3.0 USER RESPONSIBILITIES

1. You agree not to share your login credentials with others.
2. You will not attempt to reverse-engineer or misuse the Service.
3. You are responsible for ensuring that any data uploaded or processed complies with applicable regulations.

4.0 MISUSE & PENALTY CLAUSE

1. Users who engage in unauthorized sharing, reselling, or excessive API requests can have their accounts suspended or permanently banned.
2. Penalty Fee: VAI reserves the right to charge a penalty fee of up to \$2,500 for excessive misuse or unauthorized access, in addition to legal action if necessary.
3. Example violations include, but are not limited to:

- a) Sharing login credentials to bypass licensing fees.
- b) Excessive automated API requests that disrupt system performance.
- c) Using VAI's insights for unauthorized resale or redistribution.
- d) Accessing or attempting to modify VAI's source code.

5.0 DATA SECURITY & PRIVACY

5.1 Data Storage & Retention

1. Free accounts have limited access to saved responses (e.g., 5 saved chats/10 responses).
2. Professional accounts allow expanded storage of compliance reports and AI-generated insights.
3. VAI does not store personally identifiable financial data unless explicitly required for compliance purposes.

5.2 Confidentiality

1. VAI will not share, sell, or disclose your confidential information except as required by law.
2. Users of Free Accounts acknowledge that no data encryption or storage guarantees apply.

6.0 NO WARRANTY OR COMPLIANCE GUARANTEE

1. VAI provides compliance insights, but does not guarantee they will prevent regulatory violations.
2. Users assume full responsibility for verifying AI-generated insights before implementation.
3. VAI is not responsible for:
 - a) Loss of business, fines, or compliance failures due to the use of AI-generated content.
 - b) Decisions made based on VAI's recommendations.
 - c) System downtimes, regulatory updates, or human errors in interpretation.

7.0 SERVICE AVAILABILITY & LIMITATIONS

7.1 No Guarantee of Uptime

1. Free Accounts do not guarantee uptime or continued service availability.

Professional Accounts receive priority access but are subject to occasional maintenance and upgrades.

7.2 Service Modifications

1. VAI reserves the right to update, modify, or discontinue features at its discretion.
2. We will provide at least 15 days' notice before major changes affecting paid users.

8.0 TERMINATION & SUSPENSION

8.1 User-Initiated Termination

1. You may cancel your Free or Professional Account at any time.
 - a) Upon cancellation, Professional Accounts retain access until the end of the paid billing period.

8.2 Termination by VAI

1. VAI reserves the right to terminate accounts if:
 - a) The user violates these Terms of Service.
 - b) Payment fails for more than 3 business days without resolution.
 - c) The Service is being used for unauthorized purposes.

8.3 Suspending or Terminating Your Account

1. If you wish to suspend or terminate your account, contact billing@voyagercx.ai
2. Suspended accounts may be reinstated upon resolving outstanding issues.

8.4 Data Access After Termination

1. Professional Account users may request a copy of their compliance reports within 30 days after termination.
2. Free Account users will not have access to saved data after termination.

8.5 Limitation of Liability

1. VAI provides the Service "as-is" without warranty.
2. We are not responsible for compliance violations, fines, or regulatory penalties incurred due to AI-generated insights.
3. In no event shall VAI's liability exceed the total amount paid in the last three (3) months of service.

8.6 Governing Law & Dispute Resolution

1. These Terms are governed by the laws of Wisconsin, USA.
2. Disputes shall first be resolved through informal negotiations.
3. If unresolved, disputes will be settled through binding arbitration in Milwaukee County, Wisconsin.

8.7 Contact & Support

1. For support, contact support@voyagercx.ai.
2. For billing inquiries, contact via email to billing@voyagercx.ai.
3. This Terms of Service applies only to Free & Professional accounts. Enterprise customers are governed by a separate Master Services Agreement (MSA).

By using Voyager AI, you acknowledge and agree to these Terms.