

CheckIT Invoice Terms of Service

1. Definitions

- **“Company”** means CheckIT Technologies LLC.
- **“Service”** means the CheckIT Invoice cloud-based platform.
- **“Customer Data”** means any invoices or documents you upload.

2. Acceptance of Terms

By accessing or using the Service, you agree to these Terms and our Privacy Policy. If you are acting on behalf of an organization, you affirm you have authority to bind it.

3. Service Description

CheckIT Invoice uses AI, OCR, and proprietary matching logic to flag invoice discrepancies.

4. Eligibility

You must be at least 18 years old, not located in a U.S.-embargoed country, and not on the U.S. Treasury’s SDN List.

5. User Accounts

You are responsible for maintaining your credentials’ confidentiality and for all activity under your account. Notify us immediately of any unauthorized use. We may suspend or terminate accounts for any violation.

6. Permitted Use

You may use the Service solely for your internal business purposes. Prohibited activities include:

- Reverse-engineering or unauthorized access to source code.
- Disrupting the Service or using it to process illicit data.
- Extracting Customer Data to train external AI models.

7. Customer Data & Data Processing

Ownership & License

You retain all rights in Customer Data. You grant us a limited, non-exclusive license to process and store it solely to provide the Service.

Data Processor Role & DPA

As a “Processor,” we process Customer Data only per your documented instructions and in compliance with applicable data protection laws. Our Data Processing Agreement is available at the link provided during sign up or by contacting info@checkitinvoice.com.

Subprocessors

We may engage subprocessors (e.g., Microsoft Azure, OpenAI). We will notify you of material changes.

Data Subject Rights

We will assist you in handling data-subject requests (access, rectification, erasure, portability, restriction), and notify you of any Customer Data breach within 72 hours as required.

8. Data Retention

We retain Customer Data in accordance with your active subscription plan. When your subscription ends or changes, retention and deletion follow the Company’s Data Processing Agreement and Privacy Policy. You may request a data export prior to deletion.

9. Privacy & Compliance

CCPA/CPRA (CA, USA): California residents have rights to know, delete, and opt-out of sale/sharing of personal data. We do not “sell” data but may “share” for business purposes; opt-out available by contacting info@checkitinvoice.com.

10. AI & Automation Disclaimer

Our AI analyses are recommendations only. Final decisions remain with the Customer. We disclaim liability for actions taken solely on automated outputs.

11. Fees & Billing

Fees apply per your subscription plan. Payments are due per billing terms. Overdue amounts may result in suspension.

12. Service Availability & Maintenance

We target 99.8% uptime but do not guarantee uninterrupted access. Scheduled downtime will be communicated.

13. Security

We implement reasonable safeguards (e.g., encryption in transit/at rest), but no system is 100% secure. We disclaim liability for breaches outside our control.

14. Intellectual Property

CheckIT Invoice, branding, and software are the exclusive property of the Company. You receive only a limited license to use the Service.

15. Confidentiality

Both parties will protect the other's confidential information with at least reasonable care.

16. Term & Termination

These Terms remain in effect until terminated. You may terminate at any time; we may terminate for cause. Upon termination, you have 30 days to export Customer Data, subject to the Data Handling Policy.

17. Effects of Termination

Your license ends and Customer Data will be deleted or returned as described in the DPA and Data Handling Policy.

18. Indemnification

You agree to indemnify the Company against third-party claims arising from your use of the Service or violation of these Terms.

19. Limitation of Liability

The Company's total liability is capped at fees paid in the prior 12 months. No indirect, incidental, or consequential damages are covered.

20. Force Majeure

Neither party is liable for delays/failures due to causes beyond reasonable control (e.g., natural disasters, cyber-attacks).

21. Assignment

You may not assign without written consent. We may assign to affiliates or successors.

22. Governing Law

California law governs, without regard to conflicts of law.

23. Dispute Resolution

Disputes will be resolved by binding arbitration in San Luis Obispo County, CA, under AAA rules, except for injunctive relief.

24. Notices

We send notices to your account email as required.

25. Modifications

We may modify these Terms at any time. Material changes will be notified by email or in-product. Continued use indicates acceptance.

26. Severability



CheckIT Technologies LLC

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If any provision is invalid, the remainder remains enforceable.

27. Waiver

Failure to enforce a right is not a waiver.

28. Entire Agreement

These Terms, together with the Privacy Policy and DPA, form the entire agreement between you and the Company.
