

# PremInspect Terms of Use

**Effective Date:** July 30, 2025

Welcome to PremInspect, a Software as a Service (SaaS) platform accessible at **preinspect.tech** (the "Service"). The Service allows users to perform inspections of assets and create custom workflow inspections.

These Terms of Use ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and PremInspect ("we," "us," or "our"). These Terms govern your access to and use of the Service.

**By accessing or using the Service, by clicking "I Agree," or by otherwise indicating your acceptance of these Terms, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Service.**

## 1. Definitions

- **Service:** Refers to the PremInspect SaaS platform, including all associated software, applications, features, functionalities, and content accessible at preinspect.tech.
- **User / You:** Any individual or entity accessing or using the Service.
- **Customer Data:** Any data, information, images, or content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of a User through the Service.
- **Intellectual Property Rights (IPR):** All intellectual property rights, including copyrights, patents, trademarks, trade secrets, and other proprietary rights.
- **Privacy Policy:** Our Privacy Policy, which describes how we collect, use, process, and share your information.

## 2. Access and Use of the Service

## 2.1. License Grant

Subject to your compliance with these Terms and any applicable Order Form, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Service solely for your internal business purposes, as permitted by the features and functionalities of your chosen subscription plan.

## 2.2. Account Security

You are solely responsible for maintaining the confidentiality of your account credentials, including your username and password, and for all activities that occur under your account. You agree to use strong passwords and enable two-factor authentication when available. You must notify us immediately of any unauthorized use of your account or any other breach of security. We will not be liable for any loss or damage arising from your failure to comply with this section.

## 2.3. Acceptable Use Policy (AUP)

You agree not to use the Service for any purpose that is prohibited by these Terms or by applicable law. You agree that you will not, and will not permit any third party to:

- **Illegal, Harmful, or Offensive Use:** Use the Service to transmit, store, display, distribute, or otherwise make available content that is illegal, harmful, defamatory, obscene, abusive, invasive of privacy, hateful, discriminatory, or otherwise objectionable. This includes, but is not limited to, content that infringes on the intellectual property, privacy, or publicity rights of others.
- **Security Violations:** Attempt to gain unauthorized access to any part of the Service, other user accounts, or any related systems or networks. This includes

probing, scanning, or testing the vulnerability of any system or network, or circumventing any security or access controls.

- **Network Abuse:** Make unauthorized network connections, misuse networks, or engage in activities that may disrupt or interfere with the Service or the integrity or performance of the Service.
- **Email/Communication Abuse:** Send unsolicited mass emails, promotions, advertising, or solicitations ("spam") through the Service. You will not alter or obscure mail headers or assume a sender's identity without explicit permission.
- **Harmful or Fraudulent Activities:** Engage in deceptive or fraudulent activities, including offering or disseminating fraudulent goods, services, schemes, or promotions.
- **Circumvention of Payment:** Attempt to circumvent payment policies or obtain free services through unauthorized means.
- **Modification or Reverse Engineering:** Modify, alter, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, underlying ideas, algorithms, file formats, or programming interfaces of the Service, or create derivative works based on the Service.
- **Reselling or Sublicensing:** Resell, sublicense, rent, lease, or otherwise transfer your rights to use the Service to any third party without our express written consent.
- **Harassment:** Harass, abuse, or threaten other users of the Service.

We reserve the right, but do not assume the obligation, to monitor compliance with this AUP, investigate any suspected violations, remove or disable access to any content or resource that violates this AUP, suspend or terminate your access to the Service, and report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties, which may include disclosing relevant Customer Data.

## 3. Intellectual Property Rights

### 3.1. Our Intellectual Property

The Service, including all software, design, text, graphics, logos, trademarks, service marks, and any associated intellectual property rights, are and will remain the exclusive property of PremInspect and its licensors. Your use of the Service does not grant you any right or license to reproduce or otherwise use any of our trademarks, logos, or other proprietary graphics.

### 3.2. Customer Data and User-Generated Content

You retain all ownership rights in your Customer Data and any content you create, upload, or submit through the Service.

By submitting, posting, or displaying Customer Data on or through the Service, you grant us a perpetual, non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Customer Data for the purpose of providing and improving the Service. This includes, but is not limited to, storing and copying your data for operational purposes.

Specifically, for any images you upload (including personal images, identity documents, registration documents, or general pictures), you grant us this license to enable the functionality of the Service. **We do not use any biometric processing on these images.**

Furthermore, you grant us a limited license to use aggregated or anonymized data derived from your use of the Service, including data related to costs assigned to assets, for the purpose of developing a data pool that enables us to provide costing insights, which may be sold to third parties. This aggregated or anonymized data will not identify you or any individual.

You represent and warrant that you have all necessary rights, power, and authority to grant the licenses set forth herein for any Customer Data that you submit.

## 4. Data Ownership and Privacy

You retain full ownership of your Customer Data. We will only access, process, and use your Customer Data in accordance with these Terms and our Privacy Policy.

Our Privacy Policy, available at [Link to your Privacy Policy, e.g., [preinspect.tech/privacy-policy](https://preinspect.tech/privacy-policy)], describes in detail how we collect, use, store, disclose, and protect your personal information. We act as a data processor for the Customer Data you input into the Service, meaning we process it on your behalf and according to your instructions. You, as the PremInspect client, are the data controller and are responsible for ensuring you have the necessary legal bases and consents for any personal data you collect through your custom workflows, especially if such data includes sensitive information or images of individuals.

## 5. Subscription, Pricing, and Payment Terms

The specific details regarding your subscription plan, pricing model (e.g., flat-rate, per-user, tiered, usage-based), billing cycles (e.g., monthly, annually), and payment terms will be outlined in a separate Order Form or Service Agreement between you and PremInspect.

- **Auto-Renewal:** Unless otherwise specified in your Order Form, subscriptions may automatically renew for successive periods. We will provide notice of any upcoming renewals and any potential price adjustments in advance, as required by law.
- **Price Adjustments:** We reserve the right to modify our pricing at any time. Any price changes will be communicated to you in advance and will take effect at the start of your next billing cycle, unless otherwise agreed upon.
- **Non-Payment:** Failure to pay fees when due may result in the suspension or termination of your access to the Service. You will be responsible for any costs incurred in collecting overdue amounts, including legal fees.

## 6. Disclaimers of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT

LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. WE DO NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS.

## **7. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PREMINSPECT, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICE EXCEED THE AMOUNT PAID BY YOU TO US FOR THE SERVICE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## **8. Indemnification**

You agree to indemnify, defend, and hold harmless PremInspect, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or relating to:

- Your access to or use of the Service.
- Your violation of these Terms, including the Acceptable Use Policy.
- Your Customer Data, including any claim that your Customer Data infringes, misappropriates, or violates the intellectual property or other rights of any third

- party.
- Your negligence or willful misconduct.

We agree to indemnify, defend, and hold you harmless from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from a third-party claim that the Service, as provided by us, infringes or misappropriates any third party's intellectual property rights.

## **9. Termination and Suspension**

### **9.1. Termination by You**

You may terminate your account at any time by. Termination will be effective upon the end of your current billing cycle, and no refunds will be provided for any unused portion of your subscription, unless otherwise specified in your Order Form or a separate refund policy.

### **9.2. Termination by Us**

We may terminate or suspend your account and access to the Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms, fail to make timely payments, or if your account remains inactive for a prolonged period (e.g., 12 consecutive months). We also reserve the right to terminate or suspend the Service entirely or your access to it at our sole discretion.

### **9.3. Effect of Termination**

Upon termination of your account:

- Your right to use the Service will immediately cease.
- We may delete your account and Customer Data within a reasonable timeframe, in accordance with our data retention policy and applicable laws. We recommend that you export your Customer Data prior to termination.
- Any provisions of these Terms that, by their nature, should survive termination (including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability) shall remain in full force and effect.

## **10. Governing Law and Dispute Resolution**

### **10.1. Governing Law**

These Terms shall be governed and construed in accordance with the laws of \*\*\*\*, without regard to its conflict of law provisions.

### **10.2. Arbitration**

Any dispute, controversy, or claim arising out of or relating to these Terms or the Service, including the breach, termination, or validity thereof, shall be resolved by binding arbitration administered by \*\*\*\* in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator appointed in accordance with said Rules. The arbitration shall take place in \*\*\*\*, unless otherwise agreed by the parties. The decision of the arbitrator shall be final and binding upon both parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

You agree that any arbitration shall be limited to the dispute between PremInspect and you individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other; (b) there is no right or authority for any dispute to be arbitrated



on a class-action basis or to utilize class action procedures; and © there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

## **11. Miscellaneous**

### **11.1. Entire Agreement**

These Terms, together with our Privacy Policy and any applicable Order Forms, constitute the entire agreement between you and PremInspect regarding the Service and supersede all prior or contemporaneous communications and proposals, whether oral or written.

### **11.2. Assignment**

You may not assign or transfer these Terms or your rights under these Terms without our prior written consent. We may assign or transfer these Terms, in whole or in part, without restriction.

### **11.3. Severability**

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

### **11.4. Waiver**

No waiver of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of PremInspect to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

## **12. Changes to These Terms**

We may update these Terms from time to time to reflect changes in our practices, legal requirements, or technological advancements. We will notify you of any significant changes by posting the new Terms on this page, and by email or a prominent notice on our Service, prior to the change becoming effective. We will also update the "Effective Date" at the top of these Terms.

We recommend reviewing these Terms periodically for any changes. Your continued use of the Service after the effective date of any revised Terms constitutes your acceptance of the revised Terms.

## **13. Contact Us**

If you have any questions about these Terms, please contact us by email:

[privacy@preinspect.com](mailto:privacy@preinspect.com)