

TIA - Terms and Conditions

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Welcome to TIA ("TIA," "we," "us," or "our"). TIA is an intuitive, AI-powered platform operated by **SOFTIA Technologies Inc.**, a company registered in Longueuil, Québec, Canada ("Company," "SOFTIA"). Our platform provides an interface for individuals, businesses, and academic users (collectively, "Users," "you," "your") to upload documents and interact with various third-party Large Language Models (LLMs) to ask questions, extract insights, generate summaries, and receive assistance for their work, studies, and projects (the "Services").

These Terms and Conditions ("Terms," "ToS," "Agreement") constitute a legally binding agreement made between you, whether personally or on behalf of an entity you represent, and SOFTIA, concerning your access to and use of the TIA website (the "Site"), as well as any other media form, media channel, mobile website, or mobile application related, linked, or otherwise connected thereto.

By accessing or using our Services, you acknowledge that you have read, understood, and agree to be bound by all of these Terms. **IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason. We will alert you about any changes by updating the "Last Updated" date of these Terms. It is your responsibility to periodically review these Terms to stay informed of updates. Your continued use of the Services after the date such revised Terms are posted will be deemed as your acceptance of the changes.

PLEASE READ THIS AGREEMENT CAREFULLY, PARTICULARLY THE "DISPUTE RESOLUTION" SECTION.

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1. OUR SERVICES & PLATFORM FUNCTIONALITY

TIA provides an intuitive interface that allows Users to upload their documents (including but not limited to PDF, DOCX, CSV, TXT, and website URLs) and leverage the power of various integrated third-party LLMs. The purpose of the Services is to assist individuals (Students), businesses (Enterprises), and academics in their professional, educational, and research-based projects by enabling them to:

- Analyze, query, summarize, and interact with the content of their documents.
- Trace responses back to their source within the uploaded documents via highlighted citations.
- Engage in document-free conversations with various AI models ("Open Mode").
- Customize their experience and manage their files within the platform.

The information and output generated by the LLMs through the Services ("AI Output") are for informational purposes only. Users who choose to access the Services do so on their own initiative and are solely responsible for compliance with all applicable local laws.

The Services are designed with privacy in mind but are not pre-certified for compliance with industry-specific regulations that impose special data security obligations. You may not use the Services if your interactions or uploaded content would be subject to such laws without ensuring you have the

proper legal and technical safeguards in place. You bear the sole responsibility for ensuring that your use of the Services is compliant with all laws and regulations applicable to you and your data, including Canada's *Personal Information Protection and Electronic Documents Act* (PIPEDA) and Québec's *Act respecting the protection of personal information in the private sector*.

2. INTELLECTUAL PROPERTY RIGHTS

Our Intellectual Property: We are the owner or the licensee of all intellectual property rights in our Services, including but not limited to the TIA and SOFTIA names and logos, all source code, databases, functionality, software, website designs, user interface, audio, video, text, photographs, and graphics in the Services (collectively, the "TIA Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

The TIA Content and Marks are protected by copyright and trademark laws, as well as various other intellectual property rights and unfair competition laws of Canada and international treaties. The TIA Content and Marks are provided "AS IS" for your information and for use in connection with the Services only.

Your License to Use Our Services: Subject to your compliance with these Terms, including the "PROHIBITED ACTIVITIES" section, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) Access and use the Services for your personal, non-commercial use or internal business purpose, according to the limits of your chosen subscription plan. (b) Download or print a copy of any portion of the TIA Content to which you have properly gained access, solely for your personal, non-commercial use or internal business purpose.

Except as expressly permitted in these Terms, no part of the Services, TIA Content, or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever without our express prior written permission.

3. USER REGISTRATION AND ACCOUNT SECURITY

To access the full features of the Services, you must register for an account. You agree to provide and maintain true, accurate, current, and complete information about yourself. If you provide any information that is untrue, inaccurate, not current, or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse all current or future use of the Services.

You are responsible for maintaining the confidentiality of your password and account details and are fully responsible for all activities that occur under your account. You agree to (a) immediately notify SOFTIA of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. We will not be liable for any loss or damage arising from your failure to comply with this section.

The Services are intended for users who are at least 14 years of age. For users between the age of 14 and the age of majority in their jurisdiction (18 in Québec), they may only use the Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms.

4. USER REPRESENTATIONS AND WARRANTIES

By using the Services, you represent and warrant that: (a) all registration information you submit will be true, accurate, current, and complete; (b) you will maintain the accuracy of such information; (c) you have the legal capacity to agree to these Terms; (d) you will not access the Services through automated or non-human means, except as intended through the platform's features; (e) you will not use the Services for any illegal or unauthorized purpose; (f) your use of the Services will not violate any applicable law or regulation; (g) you have all necessary rights, licenses, and permissions to upload, submit, and process the documents and data you provide to the Services; and (h) your content does not infringe upon the intellectual property, privacy, or other rights of any third party.

5. PROPER USE & PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. Prohibited activities include, but are not limited to:

- Systematically retrieving data to create a collection, compilation, database, or directory without written permission from us.
- Using the Services to develop, train, or improve a competing artificial intelligence or machine learning model.
- Circumventing, disabling, or otherwise interfering with security-related features.
- Using any information obtained from the Services to harass, abuse, or harm another person.
- Using the Services in a manner inconsistent with any applicable laws or regulations.
- Uploading or transmitting viruses, Trojan horses, or other malicious material.
- Engaging in any automated use of the system not explicitly authorized by us, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Attempting to impersonate another user or person.
- Interfering with, disrupting, or creating an undue burden on the Services or the networks connected to the Services.
- Copying or adapting the Services' software.

6. USER-GENERATED CONTENT (UGC)

The Services allow you to upload, submit, store, send, and receive content, including your documents (collectively, "User-Generated Content" or "UGC"). You retain full ownership of your UGC. What belongs to you stays yours. You have total control over your data and can delete it at any time.

7. CONTENT & DATA LICENSE

To enable us to operate and provide the Services, when you upload or submit UGC, you grant SOFTIA (and our trusted third-party partners, like LLM providers) a worldwide, non-exclusive, royalty-free, sublicensable license to use, host, store, reproduce, and modify your UGC.

The rights you grant in this license are strictly for the limited purpose of: (a) Operating, providing, and improving the Services for you. This includes processing your documents to generate AI Output and saving your conversation history for your future access. (b) Analyzing usage patterns on an aggregated and anonymized basis to improve our platform.

This license terminates when you delete your UGC from our systems, subject to any residual backup copies which are deleted in accordance with our data retention policies. We will never use your UGC to train our own or third-party AI models without your explicit, opt-in consent.

8. USE OF THIRD-PARTY LARGE LANGUAGE MODELS (LLMs)

Our Services integrate APIs from various Third-Party Model Providers, which may include models like OpenAI's GPT series, Anthropic's Claude series, Google's Gemini series, and others. The availability of specific LLMs may vary based on your subscription plan and can change at our discretion.

Your use of the Services constitutes your acknowledgment and agreement that: (a) To provide the AI Output, your UGC may be transmitted to these Third-Party Model Providers for processing. Their use of your data is governed by their respective terms and privacy policies. (b) We do not control the AI Output generated by these third parties. We make no representations or warranties regarding the accuracy, reliability, or quality of the AI Output. AI Output may contain inaccuracies or "hallucinations," though our source-tracing feature is designed to help you verify information against your documents. (c) You agree to hold us harmless from any losses or damages sustained by you relating to or resulting from your use of these third-party models.

9. SUBSCRIPTIONS, PAYMENTS, AND CANCELLATION

Subscriptions: We offer several subscription plans, including a "Free" tier and various paid tiers ("Premium," "Professional," "Enterprise"). Each plan has specific limits and features regarding the number of documents, folders, pages, file sizes, usage quotas, user seats, storage, and access to specific AI models, as detailed on our "Pricing" page on the Site.

Payment: You agree to provide current, complete, and accurate purchase and account information for all purchases. You authorize us to charge your chosen payment provider for your subscription on a recurring basis (e.g., monthly or annually). All payments shall be in the currency specified at the time of purchase.

Cancellation: You can cancel your subscription at any time by logging into your account or contacting us. Your cancellation will take effect at the end of the current paid term. You will continue to have access to the service until the end of your billing period.

Refund Policy: All purchases are final and non-refundable. We do not provide refunds or credits for any partial subscription periods or unused services. Notwithstanding the foregoing, we may, in our sole and absolute discretion, issue a refund or credit in exceptional circumstances, such as a documented, prolonged (e.g., over 72 consecutive hours) and verifiable unavailability or critical failure of the Services directly attributable to our servers, preventing you from using core functionalities. Any such determination will be made on a case-by-case basis. To request a review under this exception, you must contact our support with detailed evidence of the issue.

10. TERM AND TERMINATION

These Terms remain in full force and effect while you use the Services. WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES, TO ANY PERSON FOR ANY REASON, INCLUDING FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR DELETE YOUR ACCOUNT AND ANY CONTENT AT ANY TIME, WITHOUT WARNING.

11. MODIFICATIONS AND INTERRUPTIONS TO SERVICE

We reserve the right to change, modify, or remove the contents or features of the Services at any time (e.g., adding or removing LLMs, adjusting plan limits) at our sole discretion without notice. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services. We cannot guarantee the Services will always be available and may experience interruptions, delays, or errors.

12. SITE MANAGEMENT

We reserve the right, but not the obligation, to: (a) monitor the Services for violations of these Terms; (b) take appropriate legal action against violators; (c) refuse, restrict, or disable access to your UGC if it violates our policies; and (d) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

13. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy, posted on the Site. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Terms. The Site and Services are hosted in Canada. Through your use of the Services, you consent to have your data transferred to and processed in Canada, in compliance with PIPEDA and Québec's privacy laws.

14. DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF THE AI OUTPUT.

15. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, OR LOSS OF DATA, ARISING FROM YOUR USE OF THE SERVICES. OUR LIABILITY TO YOU WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING.

16. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due

to or arising out of: (1) your UGC; (2) your use of the Services; (3) your breach of these Terms; or (4) your violation of the rights of a third party.

17. GOVERNING LAW AND JURISDICTION

These Terms and your use of the Services are governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein, without regard to its conflict of law principles. The parties irrevocably agree that the courts of the judicial district of Longueuil, Québec, shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these Terms.

18. DISPUTE RESOLUTION

Informal Negotiations: To expedite resolution, the Parties agree to first attempt to negotiate any dispute informally for at least thirty (30) days before initiating any legal proceeding. Such informal negotiations commence upon written notice.

Binding Arbitration: If a dispute cannot be resolved informally, it shall be referred to and finally resolved by a single arbitrator in Montreal, Québec, in accordance with the rules of the *Code of Civil Procedure of Québec*. The language of the arbitration shall be English or French, at the choice of the party initiating the claim.

Exceptions: The provisions for arbitration do not apply to disputes related to the enforcement or validity of intellectual property rights or claims for injunctive relief.

Québec Consumer Protection: For users who are consumers residing in Québec, nothing in this section shall be interpreted as limiting their rights under the *Consumer Protection Act*, including the right to bring a class action lawsuit or resolve a dispute in the courts of Québec.

19. THIRD-PARTY WEBSITES AND CONTENT

The Services may contain links to Third-Party Websites or Content. We are not responsible for any Third-Party Websites or Content accessed through the Services.

20. USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing its performance. Although we perform regular backups, you are solely responsible for your data. You agree that we shall have no liability to you for any loss or corruption of such data.

21. COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe any material on the Services infringes upon a copyright you own or control, please notify us immediately. We will respond to notices of alleged copyright infringement that comply with Canada's *Copyright Act*.

22. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications and agree that all agreements,

notices, and disclosures we provide to you electronically satisfy any legal requirement that such communication be in writing.

23. LANGUAGE

The parties have expressly requested that this Agreement and all related documents be drawn up in English. *Les parties ont expressément demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.*

24. MISCELLANEOUS

These Terms and any policies posted by us on the Services constitute the entire agreement between you and us. Our failure to exercise or enforce any right shall not operate as a waiver. If any provision is determined to be unlawful or unenforceable, it is deemed severable and does not affect the validity of the remaining provisions. No joint venture, partnership, employment or agency relationship is created by these Terms.

25. CONTACT US

To resolve a complaint or receive further information, please contact us at:

SOFTIA Technologies Inc [Your Street Address] Longueuil, Québec, [Your Postal Code] Canada
Email: [Your Support/Contact Email]