SaaS Terms of Service

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[COMPANY NAME] — Terms of Service

Last Updated: [DATE]

These Terms of Service ("Terms") govern your access to and use of the [PRODUCT NAME] platform, website, and services (collectively, the "Service") operated by [COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE] ("Company," "we," "us," or "our"). By accessing or using the Service, you agree to be bound by these Terms.

1. Account Terms

(a) Eligibility. You must be at least [18] years old and capable of forming a binding contract to use the Service. If you are using the Service on behalf of an organization, you represent that you have authority to bind that organization to these Terms.

(b) Account Registration. You must provide accurate, complete, and current information during registration. You are responsible for maintaining the confidentiality of your account credentials.

(c) Account Security. You are responsible for all activity that occurs under your account. You must notify us immediately at [SUPPORT EMAIL] if you suspect unauthorized access.

(d) One Person Per Account. Accounts are for individual use unless you have a team or enterprise plan. Sharing login credentials across multiple people is not permitted on individual plans.

2. Acceptable Use

You agree not to:

(a) Use the Service for any unlawful purpose or in violation of any applicable law or regulation;

(b) Upload, transmit, or distribute any content that is infringing, defamatory, obscene, or harmful;

(c) Attempt to gain unauthorized access to the Service, other accounts, or any related systems or networks;

(d) Interfere with or disrupt the integrity or performance of the Service;

(e) Use the Service to send spam, unsolicited communications, or automated queries in excess of reasonable use;

(f) Reverse engineer, decompile, or disassemble any aspect of the Service;

(g) Resell, sublicense, or redistribute the Service without our prior written consent.

We reserve the right to suspend or terminate accounts that violate these terms without prior notice.

3. Payment

(a) Fees. Access to [PAID FEATURES/THE SERVICE] requires a paid subscription. Fees are listed on our pricing page at [PRICING URL] and are subject to change with [30] days' notice.

(b) Billing Cycle. Subscriptions are billed [MONTHLY/ANNUALLY] in advance. All fees are quoted in [USD] and are exclusive of applicable taxes.

(c) Automatic Renewal. Your subscription will automatically renew at the end of each billing cycle unless you cancel before the renewal date through your account settings at [ACCOUNT SETTINGS URL].

(d) Failed Payments. If a payment fails, we will attempt to charge your payment method [NUMBER] additional times over [NUMBER] days. If payment remains unsuccessful, your account may be downgraded or suspended.

(e) Taxes. You are responsible for all applicable taxes. If we are required to collect taxes, they will be added to your invoice.

4. Refund Policy

(a) [OPTION A: NO REFUNDS] All fees are non-refundable. If you cancel your subscription, you will retain access to the Service through the end of your current billing period.

(b) [OPTION B: PRO-RATED REFUNDS] If you cancel within [NUMBER] days of your initial purchase, you may request a full refund by contacting [SUPPORT EMAIL]. After the refund window, cancellations are effective at the end of the current billing period with no refund for the remaining term.

5. Intellectual Property Rights

(a) Our IP. The Service, including all software, design, text, graphics, and other content created by us, is owned by [COMPANY NAME] and protected by intellectual property laws. These Terms do not grant you any ownership rights in the Service.

(b) Your Data. You retain all rights to the data, content, and materials you upload to or create using the Service ("Your Data"). We do not claim ownership of Your Data.

(c) License to Us. You grant us a limited, non-exclusive license to host, store, process, and display Your Data solely to provide and improve the Service. This license terminates when you delete Your Data or close your account.

(d) Feedback. If you provide suggestions, ideas, or feedback about the Service, we may use them without obligation to you.

6. Data Privacy

(a) Our collection and use of personal information is governed by our Privacy Policy, available at [PRIVACY POLICY URL], which is incorporated into these Terms by reference.

(b) We implement commercially reasonable security measures to protect Your Data. However, no method of transmission or storage is 100% secure, and we cannot guarantee absolute security.

(c) Data Export. You may export Your Data at any time through [EXPORT METHOD — e.g., "the export feature in your account settings" or "by contacting support at [SUPPORT EMAIL]"].

(d) Data Processing. If you are subject to GDPR, CCPA, or similar data protection regulations, our Data Processing Agreement (available at [DPA URL]) applies to our processing of personal data on your behalf.

7. Limitation of Liability

(a) Disclaimer. THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

(b) Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, [COMPANY NAME]'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE AMOUNT YOU PAID TO US IN THE [12] MONTHS PRECEDING THE CLAIM.

(c) Exclusion of Damages. IN NO EVENT SHALL [COMPANY NAME] BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, GOODWILL, OR BUSINESS OPPORTUNITIES, REGARDLESS OF THE THEORY OF LIABILITY.

(d) Some jurisdictions do not allow the exclusion of certain warranties or the limitation of liability. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

8. Indemnification

You agree to indemnify, defend, and hold harmless [COMPANY NAME], its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorney's fees) arising out of or related to: (a) your use of the Service; (b) your violation of these Terms; (c) your violation of any third-party rights; or (d) Your Data.

9. Termination

(a) By You. You may cancel your account at any time through your account settings or by contacting [SUPPORT EMAIL]. Cancellation takes effect at the end of your current billing period.

(b) By Us. We may suspend or terminate your account immediately if you breach these Terms, fail to pay fees, or engage in conduct that we reasonably believe is harmful to the Service or other users.

(c) Effect of Termination. Upon termination, your right to access the Service ceases. We will retain Your Data for [30] days after termination, during which you may request an export. After that period, we may delete Your Data permanently.

(d) Survival. Sections 5, 7, 8, and 11 shall survive termination of these Terms.

10. Modifications to Terms

We may update these Terms from time to time. We will notify you of material changes by [EMAIL/IN-APP NOTIFICATION/POSTING ON OUR WEBSITE] at least [30] days before the changes take effect. Your continued use of the Service after the effective date constitutes acceptance of the updated Terms. If you do not agree with the changes, you must stop using the Service and cancel your account.

11. Governing Law and Disputes

(a) These Terms shall be governed by the laws of the State of [STATE], without regard to conflict of law provisions.

(b) Any dispute arising under these Terms shall be resolved exclusively in the [state/federal] courts located in [COUNTY, STATE], and you consent to personal jurisdiction in such courts.

(c) [OPTIONAL: ARBITRATION] Alternatively, either party may elect to resolve any dispute through binding arbitration administered by [ARBITRATION BODY] in [CITY, STATE], in accordance with its then-current rules.

12. General Provisions

(a) Entire Agreement. These Terms, together with the Privacy Policy and any applicable order forms, constitute the entire agreement between you and [COMPANY NAME].

(b) Severability. If any provision is held unenforceable, the remaining provisions remain in full force.

(c) Waiver. Our failure to enforce any right or provision does not constitute a waiver.

(d) Assignment. You may not assign these Terms without our consent. We may assign these Terms in connection with a merger, acquisition, or sale of assets.

Contact: [COMPANY NAME], [ADDRESS], [SUPPORT EMAIL]