Pre-Validate App Terms of Service

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If you signed a separate Order Form or agreement with TradeSun to access the Pre-Validate App with the same account, and that agreement has not ended, these terms do not apply to you. Your separate agreement applies instead.

This Agreement is between TradeSun Inc. and the company accessing or using the Cloud Service. It consists of (1) the Order Form below and (2) the Framework Terms defined below.

The Cloud Service is for business use only. If you are accepting on behalf of your company, you confirm you are authorised to bind it. By signing up, accessing or using the Cloud Service, Customer accepts this Agreement and agrees to be bound by it.

Order Form

Framework Terms: This Order Form incorporates and is governed by the Framework Terms, which consist of the Key Terms below and the Common Paper Cloud Service Standard Terms Version 2.1, incorporated by reference. Any modifications to the Standard Terms in this Cover Page control over conflicts with the Standard Terms. Capitalised words have the meanings given in this Cover Page or the Standard Terms.

- **Cloud Service:** The Pre-Validate App (pre-validate.tradesun.ai), TradeSun's Astra®-powered service for checking trade documents, as made available by Provider from time to time.
- **Order Date:** The Effective Date.
- **Subscription Period:** Ongoing. There is no recurring fee: Customer buys Credits as needed. This Agreement continues until either party ends it as set out in the Non-Renewal Notice Period.
- **Cloud Service Fees:** Fees are shown in the Cloud Service at the point of purchase. Provider may change the price of Credits, or the number of Credits a check uses, at any time. Changes take effect when they are shown in the Cloud Service. Credits already purchased keep their number but are used at the rates in force when they are spent. Any free Credits are promotional, are limited to one allowance per company, and Provider may change or withdraw them at any time.
- **Payment Process:** Customer pays for Credits in advance by card through Provider's payment processor at the time of purchase. Credits are added to Customer's account once payment is confirmed.
- **Non-Renewal Notice Period:** Customer may end this Agreement at any time by closing its account. Provider may end it by giving at least 30 days' notice.
- **Use Limitations:** Use is limited by the Credits purchased. Provider may apply reasonable limits (for example on file size, upload volume or revalidations) and may suspend use it reasonably believes is abusive.
- **Technical Support:** Email support at help@tradesun.com during business hours, on a reasonable-efforts basis. No guaranteed response time.

Key Terms

- **Customer:** The company that accesses or uses the Cloud Service. Where a person accepts on behalf of a company, "Customer" means that company.
- **Provider:** TradeSun Inc., a Delaware corporation.
- **Effective Date:** The date Customer first accepts this Agreement.
- **Governing Law:** The laws of the State of California, USA.
- **Chosen Courts:** The state and federal courts located in San Diego County, California, USA.
- **Covered Claims:** Provider Covered Claims: none. Customer Covered Claims: any action, proceeding or claim (1) that the Customer Content, when used according to the Agreement, violates, misappropriates or otherwise infringes a third party's intellectual property or other proprietary rights; and (2) arising from or relating to Customer's breach or alleged breach of Section 2.1 (Restrictions on Customer).
- **General Cap Amount:** The greater of US$100 or the Fees paid by Customer for the transaction giving rise to the claim.
- **Notice Address:** For Provider: legal@tradesun.com. For Customer: the main email address on Customer's account.
- **Authorised Prohibited Data:** Customer may submit bank and other financial account details, and identification numbers, to the extent they appear in trade documents submitted for the Cloud Service. All other Prohibited Data, including special categories of data under the GDPR and health information, remains prohibited.

Attachments, Supplements and Modifications

- **DPA:** Pre-Validate App Data Processing Agreement, available in the Cloud Service, including on its sign-up page, which applies automatically and is incorporated by reference.
- **Security Policy:** Provider will use commercially reasonable efforts to secure the Cloud Service from unauthorised access, alteration or use and other unlawful tampering.
- **Privacy Policy:** TradeSun's Privacy Policy, available at https://www.tradesun.ai/privacy-policy, describes how we handle personal information.

Changes to the Standard Terms

The following changes to the Standard Terms apply to this Agreement:

1. **Business use only.** Customer confirms that it uses the Cloud Service only for trade, business or professional purposes and not as a consumer. Individuals, including sole traders, may use the Cloud Service only in the course of their business.
2. **AI output.** The Cloud Service uses AI to analyse documents. Results are provided to assist Customer's own review, may contain errors or omissions, and are not legal, customs, compliance or financial advice. Results do not guarantee that any document will be accepted by a bank, customs authority or counterparty. Customer remains solely responsible for reviewing results and for its documents, filings, shipments and business decisions. When Customer marks a check as Done in the Cloud Service, Customer confirms it has reviewed the results and accepts responsibility for relying on them.

3. **Data use and training.** Section 1.6 of the Standard Terms applies, except that Customer may opt out of Provider using its Customer Content to train models by emailing dataprotection@tradesun.com. Provider will stop such use from the date it confirms the request. Opting out does not affect the Cloud Service.
4. **Credits.** Credits are prepaid, non-refundable and non-transferable. Credits expire 12 months after the date they are added to Customer's account, and unused Credits are forfeited when they expire or when the account closes. However, if Provider ends this Agreement other than for Customer's breach, Provider will refund unused paid Credits that have not expired. Free or promotional Credits have no cash value.
5. **Changes to these Terms.** Modifying Section 12.2 of the Standard Terms: Provider may update these Terms. Non-material changes, such as clarifications or contact details, take effect when posted. For material changes, Provider will give at least 30 days' notice by email or in the Cloud Service, and Customer must accept them in the Cloud Service to continue using it. If Customer does not accept, it may close its account. Customer may continue to use its Credits under the current Terms during the notice period.

Attribution

These Terms of Service are based on the Common Paper Terms of Service and Cloud Service Agreement, licensed under CC BY 4.0.