

Zetane Terms of Service

Last Updated: April 7, 2026

These Terms of Service (“Terms”) constitute a legally binding agreement between you (“User,” “you,” or “your”) and Zetane Systems Inc. (“Zetane,” “we,” “us,” or “our”), a corporation incorporated under the laws of Quebec, Canada, governing your access to and use of the Zetane platform, including any associated websites, applications, APIs, and services (collectively, the “Platform”).

By creating an account, accessing, or using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy, available at <https://zetane.com/privacy> (the “Privacy Policy”). If you are accepting these Terms on behalf of a company, organization, or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms, in which case “you” and “your” refer to that entity.

If you do not agree to these Terms, you may not access or use the Platform.

For enterprise customers: If you have executed a separate Zetane Master Agreement with Zetane, the terms of that agreement govern your use of the Platform and take precedence over these Terms to the extent of any conflict.

1. Definitions

“**Account**” means the user account you create to access and use the Platform.

“**Aggregated Data**” means data derived from User Data that has been de-identified and aggregated such that it cannot reasonably be used to identify any individual or specific User.

“**Authorized Users**” means individuals whom you authorize to access the Platform under your Account.

“**Content**” means any data, text, files, images, documents, or other materials.

“**Fees**” means the subscription fees, usage-based charges, or other amounts payable by you for access to the Platform, as described on the Platform or in an applicable order form.

“**Subscription Term**” means the period during which you have a valid, paid subscription to the Platform, as set out in your order or subscription confirmation.

“**Third-Party AI Models**” means artificial intelligence and machine learning models provided by third parties that are integrated into or accessible through the Platform.

“**User Data**” means any data, information, content, records, and files, including personal information, that you or your Authorized Users upload, submit, transmit, or otherwise make available to the Platform.

2. Eligibility and Account Registration

2.1 Eligibility

You must be at least 18 years of age and capable of forming a binding contract to use the Platform. If you are using the Platform on behalf of an organization, you represent that you are authorized to accept these Terms on its behalf.

2.2 Account Registration

To use the Platform, you must create an Account by providing accurate and complete information, including your name, email address, and company name. You agree to keep your Account information current and accurate.

2.3 Account Security

You are responsible for maintaining the confidentiality of your Account credentials, for all activities that occur under your Account, and for ensuring that your Authorized Users comply with these Terms. You must promptly notify us at security@zetane.com if you become aware of any unauthorized access to or use of your Account.

2.4 Account Restrictions

You may not share Account credentials among multiple individuals, create multiple Accounts to circumvent limitations or restrictions, or create an Account if you have been previously suspended or removed from the Platform.

3. The Platform

3.1 Description

Zetane is an AI platform that enables users to process and analyze data using integrated artificial intelligence capabilities, including Third-Party AI Models. The specific features and functionality available to you depend on your subscription plan.

3.2 Modifications

We reserve the right to modify, update, or discontinue any feature or functionality of the Platform at any time. We will use commercially reasonable efforts to provide notice of material changes that adversely affect your use of the Platform.

3.3 Availability

We will use commercially reasonable efforts to maintain the availability of the Platform. However, the Platform may be temporarily unavailable due to scheduled maintenance, updates, or circumstances beyond our reasonable control. We do not guarantee uninterrupted or error-free access to the Platform.

4. License and Access Rights

4.1 License Grant to You

Subject to your compliance with these Terms and payment of all applicable Fees, Zetane grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Platform during your Subscription Term solely for your internal business or personal purposes.

4.2 Restrictions

You agree not to, and will not permit any third party to:

- (a) sublicense, sell, rent, lease, distribute, or otherwise make the Platform available to any third party, except to your Authorized Users;
- (b) use the Platform on behalf of, or to provide services to, third parties (such as a service bureau, outsourcing, or managed services arrangement) without Zetane's prior written consent;
- (c) modify, adapt, translate, or create derivative works based on the Platform;
- (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying algorithms of the Platform;
- (e) access or use the Platform to build a competitive product or service, or to copy any features, functions, or user interface of the Platform;
- (f) remove, alter, or obscure any proprietary notices, labels, or marks on the Platform;
- (g) use the Platform in any manner that violates applicable laws or regulations;
- (h) use the Platform to transmit viruses, malware, or other harmful code;
- (i) interfere with or disrupt the integrity or performance of the Platform or any data contained therein;
- (j) attempt to gain unauthorized access to the Platform or its related systems or networks;
- (k) perform vulnerability, penetration, or similar testing of the Platform without Zetane's prior written consent; or
- (l) use the Platform in any manner not expressly authorized by these Terms.

5. User Data

5.1 Ownership

You retain all right, title, and interest in and to your User Data, including any intellectual property rights therein. Nothing in these Terms transfers ownership of your User Data to Zetane.

5.2 License to Zetane

You grant Zetane a non-exclusive, worldwide, royalty-free license to access, use, process, store, and transmit your User Data solely to: (a) provide and operate the Platform; (b) improve and enhance the Platform and our other offerings; and (c) produce Aggregated Data. For clarity, with respect to User Data that constitutes personal information, this license is subject to and limited by our Privacy Policy and applicable privacy laws.

5.3 Aggregated Data

Zetane may use Aggregated Data for any lawful business purpose without restriction or obligation to you. Aggregated Data is Zetane's property.

5.4 Your Responsibilities

You are solely responsible for: (a) the accuracy, quality, and legality of your User Data; (b) obtaining all necessary consents and permissions to upload and process User Data on the Platform, including from individuals whose personal information may be contained therein; and (c) ensuring that your User Data does not violate the rights of any third party or any applicable law, including privacy and data protection laws.

5.5 Data Processing

Our collection, use, and disclosure of personal information in connection with the Platform is described in our Privacy Policy. To the extent required by applicable privacy laws, including Quebec's Act Respecting the Protection of Personal Information in the Private Sector (Law 25), we will process personal information in accordance with the Privacy Policy and applicable law.

5.6 Data Retention and Deletion

Upon termination or expiration of your Account, we will retain your User Data for a period of thirty (30) days, during which you may request export of your data. After this period, we will delete or de-identify your User Data in accordance with our standard data retention practices, subject to any legal obligations requiring longer retention.

6. Artificial Intelligence Terms

6.1 AI-Generated Outputs

The Platform uses Third-Party AI Models, to process User Data and generate outputs ("AI Outputs"). You acknowledge and agree that:

- (a) AI Outputs are generated by automated systems and may contain errors, inaccuracies, or biases;
- (b) AI Outputs do not constitute professional advice (including legal, medical, financial, or accounting advice) and should not be relied upon as such;
- (c) you are solely responsible for reviewing, validating, and determining the suitability of any AI Outputs before use or reliance;

- (d) Zetane does not guarantee the accuracy, completeness, reliability, or fitness for any particular purpose of any AI Outputs; and
- (e) your use of AI Outputs is at your own risk.

6.2 AI Output Ownership

Subject to Zetane's and its licensors' underlying intellectual property rights in the Platform and Third-Party AI Models, and subject to any rights or restrictions imposed by the providers of Third-Party AI Models, you own the AI Outputs generated from your User Data to the extent permitted by applicable law.

6.3 Third-Party AI Model Terms

Your use of the Platform is also subject to the terms and policies of Third-Party AI Model providers whose models are integrated into the Platform, including Anthropic's Usage Policy. You agree to comply with all such applicable third-party terms. We will make reasonable efforts to identify the third-party model providers used in the Platform.

6.4 No Guarantee of AI Availability

Third-Party AI Models may be modified, updated, or discontinued by their providers at any time. We do not guarantee the continued availability of any specific AI model or capability within the Platform.

7. Acceptable Use Policy

7.1 General

You agree to use the Platform in compliance with all applicable laws, regulations, and these Terms, including the specific restrictions set out in this Section 7. You are responsible for ensuring that your Authorized Users also comply with this Acceptable Use Policy.

7.2 Prohibited Uses

You may not use the Platform, directly or indirectly, to:

Illegal and Harmful Activity

- (a) violate any applicable law, regulation, or legal obligation;
- (b) infringe, misappropriate, or violate the intellectual property, privacy, publicity, or other rights of any third party;
- (c) engage in, facilitate, or promote any illegal activity, including the acquisition or exchange of controlled substances, human trafficking, or exploitation;
- (d) develop, design, produce, or facilitate the acquisition of weapons, explosives, or chemical, biological, radiological, or nuclear materials;

- (e) generate content that promotes violence, terrorism, hateful conduct, or discrimination based on race, ethnicity, national origin, religion, gender, sexual orientation, disability, or other protected characteristics;

Deception and Misinformation

- (f) generate or distribute false, misleading, or deceptive content, including deepfakes, misinformation, or content designed to deceive or manipulate;
- (g) impersonate any person or entity, or falsely state or misrepresent your affiliation with any person or entity;
- (h) present AI-generated content as human-generated, or use the Platform in a manner intended to deceive individuals into believing they are communicating with a human;
- (i) create or distribute fake reviews, testimonials, social media posts, or other fraudulent content;

Privacy and Surveillance

- (j) track, monitor, or surveil individuals without their consent;
- (k) use the Platform for facial recognition, emotion detection, biometric categorization by race, religion, sexual orientation, or political opinion, or predictive policing;
- (l) collect or process personal information in violation of applicable privacy laws;

Political and Democratic Processes

- (m) engage in personalized voter targeting, create artificial political movements, or generate deceptive political content, including synthetic media of political figures;
- (n) automate communications designed to conceal their artificial origin for political purposes, or systematically solicit votes or campaign contributions;

Safety

- (o) generate content that exploits, harms, or endangers minors in any way, including the creation of child sexual abuse material (whether real or AI-generated);
- (p) generate content that promotes suicide, self-harm, or disordered eating;
- (q) generate sexually explicit content;

Computer Security

- (r) create, distribute, or deploy malware, ransomware, viruses, or other malicious code;
- (s) exploit vulnerabilities in any system or network without the system owner's prior written authorization;
- (t) compromise, disrupt, or interfere with critical infrastructure, including power grids, healthcare systems, financial markets, or telecommunications;

Platform Integrity

- (u) circumvent, disable, or interfere with any security, access control, or usage limitation features of the Platform;

- (v) attempt to bypass, jailbreak, or override the safety measures or guardrails of any AI models accessible through the Platform;
- (w) use AI Outputs to train, improve, or develop competing AI models without Zetane's prior written consent;
- (x) use automated means to create accounts, submit data, or interact with the Platform in a manner that exceeds normal human usage patterns (including scraping or data harvesting);

Fraud

- (y) produce or distribute counterfeit goods, falsified documents, or fraudulent materials;
- (z) promote or facilitate pyramid schemes, predatory lending, or deceptive financial practices; or
- (aa) use the Platform in any other manner that Zetane reasonably determines to be harmful, abusive, or inconsistent with the intended purpose of the Platform.

7.3 Anthropic Usage Policy Compliance

The Platform integrates Anthropic's Claude models. Your use of the Platform must comply with Anthropic's Usage Policy, available at <https://www.anthropic.com/legal/aup>, as updated from time to time. In the event of a conflict between this Section 7 and Anthropic's Usage Policy, the more restrictive provision shall apply.

7.4 High-Risk Use Cases

If you use the Platform in connection with any of the following high-risk use cases, you must ensure that: (i) a qualified human reviews all AI Outputs before any action is taken based on them; and (ii) you disclose to any affected individuals that AI was used in generating or informing the relevant output:

- (a) legal interpretation, guidance, or legally consequential decisions;
- (b) healthcare decisions, medical diagnosis, patient care, or mental health support;
- (c) financial decisions, investment advice, loan approvals, or credit assessments;
- (d) insurance underwriting, claims processing, or coverage decisions;
- (e) employment hiring, resume screening, or performance evaluations;
- (f) educational assessment, accreditation, or admissions decisions; or
- (g) any other use case where AI Outputs may have a significant impact on the rights, opportunities, or welfare of individuals.

7.5 Enforcement

We reserve the right to investigate and take appropriate action in response to any violation of this Acceptable Use Policy, including suspending or terminating your Account, removing or disabling access to Content, and reporting violations to law enforcement authorities as required by applicable law.

8. Fees and Payment

8.1 Fees

You agree to pay all Fees applicable to your subscription plan and usage of the Platform, as described on the Platform or in an applicable order form. All Fees are quoted in Canadian dollars unless otherwise specified.

8.2 Payment

Fees are due in advance for each billing period unless otherwise specified. You authorize Zetane (or our designated payment processor) to charge your designated payment method for all applicable Fees. You are responsible for providing valid and current payment information.

8.3 Taxes

All Fees are exclusive of applicable taxes. You are responsible for all sales, use, value-added, GST, QST, HST, and other taxes, duties, or governmental assessments associated with your use of the Platform, other than taxes based on Zetane's net income.

8.4 Fee Changes

We may change our Fees upon at least thirty (30) days' prior written notice. Fee changes will take effect at the start of your next billing period following the notice. Your continued use of the Platform after a fee change constitutes your acceptance of the new Fees.

8.5 Refunds

Fees are non-refundable except as expressly set out in these Terms or as required by applicable law.

8.6 Late Payments

Overdue amounts will accrue interest at the lesser of 1% per month or the maximum rate permitted by applicable law. We reserve the right to suspend your access to the Platform if any Fees remain unpaid for more than fifteen (15) days after the due date.

8.7 Free Trials

We may offer free trial periods at our discretion. At the end of a free trial, your access will convert to a paid subscription at the applicable rate unless you cancel before the trial period ends. We will provide notice before any charges are applied.

9. Intellectual Property

9.1 Zetane's Intellectual Property

The Platform, including all software, technology, documentation, designs, user interfaces, trademarks, and other materials provided by Zetane, together with any modifications,

improvements, or derivative works thereof (collectively, “Zetane Property”), is and remains the exclusive property of Zetane and its licensors. Except for the limited license granted in Section 4.1, no right, title, or interest in any Zetane Property is transferred to you.

9.2 Feedback

If you provide Zetane with any suggestions, ideas, enhancement requests, feedback, or recommendations regarding the Platform (“Feedback”), you hereby grant Zetane a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid-up license to use, reproduce, modify, and incorporate such Feedback into the Platform and any other Zetane products or services without restriction or obligation to you.

9.3 Third-Party Components

The Platform may include or integrate with third-party software, services, and content. Such third-party components are subject to their own license terms and remain the property of their respective owners.

10. Confidentiality

10.1 Confidential Information

“Confidential Information” means any non-public information disclosed by one party to the other in connection with these Terms, including business plans, technical data, product information, and financial information. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was known to the receiving party prior to disclosure; (c) is independently developed by the receiving party without reference to the disclosing party’s Confidential Information; or (d) is rightfully obtained from a third party without restriction.

10.2 Obligations

Each party agrees to: (a) use the other party’s Confidential Information only to exercise its rights and perform its obligations under these Terms; (b) protect Confidential Information with at least the same degree of care it uses to protect its own confidential information (and in no event less than reasonable care); and (c) not disclose Confidential Information to third parties except to employees, contractors, or advisors who need to know it and are bound by confidentiality obligations at least as protective as those herein.

10.3 Permitted Disclosures

A party may disclose the other party’s Confidential Information to the extent required by law, regulation, or court order, provided that the disclosing party gives the other party prompt notice (to the extent legally permitted) and cooperates with reasonable efforts to limit the scope of disclosure.

11. Disclaimers

11.1 “As Is” Basis

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM AND ALL AI OUTPUTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. ZETANE DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, AND QUIET ENJOYMENT.

11.2 No Warranty on AI Outputs

ZETANE DOES NOT WARRANT THAT AI OUTPUTS WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. AI OUTPUTS MAY CONTAIN INACCURACIES, BIASES, OR HALLUCINATED CONTENT. YOU ACKNOWLEDGE THAT AI TECHNOLOGY IS RAPIDLY EVOLVING AND THAT THE CAPABILITIES AND LIMITATIONS OF THIRD-PARTY AI MODELS MAY CHANGE WITHOUT NOTICE.

11.3 Third-Party Services

ZETANE MAKES NO WARRANTY WITH RESPECT TO ANY THIRD-PARTY SERVICES, MODELS, OR CONTENT INTEGRATED WITH OR ACCESSIBLE THROUGH THE PLATFORM.

12. Limitation of Liability

12.1 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ZETANE’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID BY YOU TO ZETANE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) ONE HUNDRED CANADIAN DOLLARS (CAD \$100).

12.2 Exclusion of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ZETANE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATED TO THESE TERMS, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER ZETANE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.3 Exceptions

The limitations in this Section 12 do not apply to: (a) either party’s indemnification obligations; (b) your breach of Section 4.2 (Restrictions) or Section 7 (Acceptable Use Policy); (c) your payment obligations under Section 8; or (d) liability arising from a party’s willful misconduct or fraud.

12.4 Basis of the Bargain

The limitations of liability in this Section 12 reflect a fair allocation of risk between the parties and form an essential basis of the bargain between you and Zetane. The Platform would not be provided without these limitations.

13. Indemnification

13.1 Your Indemnification

You agree to indemnify, defend, and hold harmless Zetane and its officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to: (a) your use of the Platform; (b) your User Data; (c) your breach of these Terms, including the Acceptable Use Policy; (d) your violation of any applicable law; or (e) any claim by a third party related to your Authorized Users' use of the Platform.

13.2 Zetane's Indemnification

Zetane will indemnify, defend, and hold harmless you from and against any third-party claims alleging that the Platform (excluding Third-Party AI Models and User Data) infringes such third party's intellectual property rights in Canada, provided that you promptly notify Zetane in writing, give Zetane sole control of the defense and settlement, and reasonably cooperate with Zetane at Zetane's expense.

13.3 IP Remedies

If the Platform is, or in Zetane's opinion is likely to be, the subject of an infringement claim, Zetane may, at its option and expense: (a) obtain the right for you to continue using the Platform; (b) modify or replace the affected portions of the Platform to make them non-infringing while providing substantially equivalent functionality; or (c) if neither of the foregoing is commercially practicable, terminate your access to the affected portions of the Platform and refund any prepaid Fees for the unused remainder of your Subscription Term.

14. Term and Termination

14.1 Term

These Terms take effect when you first access or use the Platform and continue until terminated in accordance with this Section 14.

14.2 Subscription Auto-Renewal

Unless otherwise specified, your Subscription Term will automatically renew for successive periods equal to the initial Subscription Term (or one year, whichever is shorter) unless either party provides written notice of non-renewal at least thirty (30) days before the end of the then-current Subscription Term.

14.3 Termination by You

You may terminate your Account at any time through the Platform's account settings or by contacting us at info@zetane.com. Termination does not entitle you to a refund of any prepaid Fees except as required by applicable law.

14.4 Termination by Zetane

Zetane may suspend or terminate your access to the Platform, in whole or in part: (a) if you breach any material provision of these Terms and fail to cure such breach within thirty (30) days of receiving written notice (or immediately if the breach is not capable of cure); (b) if you fail to pay any Fees when due; (c) if required by law, regulation, or a court order; (d) if continuing to provide the Platform to you would create a material risk to Zetane, other users, or third parties; or (e) if you become insolvent, file for bankruptcy, or cease operations.

14.5 Effect of Termination

Upon termination: (a) all rights and licenses granted to you under these Terms immediately cease; (b) you must immediately stop accessing and using the Platform; (c) all outstanding Fees become immediately due and payable; and (d) Sections 5.1, 5.2, 5.3, 7, 9, 10, 11, 12, 13, 15, and 16 survive termination.

15. Governing Law and Dispute Resolution

15.1 Governing Law

These Terms are governed by and construed in accordance with the laws of the Province of Quebec and the applicable federal laws of Canada, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

15.2 Jurisdiction

Any dispute arising out of or relating to these Terms shall be submitted to the exclusive jurisdiction of the courts of the Province of Quebec, in the judicial district of Montreal, and you irrevocably submit to the jurisdiction and venue of such courts.

15.3 Injunctive Relief

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights or Confidential Information.

16. General Provisions

16.1 Entire Agreement

These Terms, together with the Privacy Policy and any applicable order forms or subscription confirmations, constitute the entire agreement between you and Zetane with respect to the

subject matter hereof and supersede all prior or contemporaneous agreements, representations, or communications, whether oral or written.

16.2 Amendments

We may update these Terms from time to time. We will notify you of material changes by posting the updated Terms on the Platform and updating the “Last Updated” date. Your continued use of the Platform after such changes take effect constitutes your acceptance of the revised Terms. If you do not agree to the revised Terms, you must stop using the Platform and terminate your Account.

16.3 Severability

If any provision of these Terms is found to be unlawful, void, or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will continue in full force and effect.

16.4 Waiver

The failure of either party to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by the waiving party.

16.5 Assignment

You may not assign or transfer these Terms, or any rights or obligations hereunder, without Zetane’s prior written consent. Zetane may assign these Terms without your consent to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets. Any attempted assignment in violation of this Section is void.

16.6 Independent Contractors

The relationship between you and Zetane is that of independent contractors. Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship.

16.7 Force Majeure

Neither party will be liable for any failure or delay in performing its obligations (other than payment obligations) where such failure or delay results from causes beyond the party’s reasonable control, including natural disasters, war, terrorism, riots, government action, Internet or telecommunications failures, or pandemics.

16.8 Notices

All legal notices under these Terms must be in writing and sent to: (a) in the case of Zetane, the address set out in the “Contact” section below; and (b) in your case, the email address associated with your Account. Notices sent by email are deemed received on the business day following the date of sending.

16.9 Language

The parties confirm that they have requested that these Terms and all related documents be drafted in English. Les parties confirment leur volonté que les présentes conditions et tous les documents connexes soient rédigés en anglais.

17. Contact Us

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

Zetane Systems Inc.

3551 Saint-Charles Blvd #622,

Kirkland, Quebec H9H 4S3, Canada

Email: info@zetane.com

Website: <https://zetane.com>