Foresight
by Flow Ninja

Legal document

Terms of Service

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17 sections

These Terms of Service (the "Terms") are an agreement between Flow Ninja, Milutina Milankovića 11g, 11070 New Belgrade, Serbia ("Foresight", "we", "us") and you, and govern your use of the Foresight website and applications at askforesight.ai and its subdomains (the "Service").

By creating an account, running a report, or otherwise using the Service, you agree to these Terms and to our Privacy Policy. If you use the Service on behalf of a company, you represent that you are authorized to bind that company, and "you" means that company.

If you do not agree with these Terms, do not use the Service.

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01 The Service

Foresight is an AI website-intelligence product. You submit a website URL; the Service analyzes the website's publicly available content and produces a scored audit, findings and strategy recommendations ("Reports"). Paid plans add a strategy workspace, the ability to connect data sources (such as Google Analytics, Google Search Console, or a CRM) so findings are verified against real data, document uploads, and recurring intelligence reports.

The Service is under active development. We may add, change or remove features over time; features marked as beta or preview are provided as-is and may change or disappear without notice.

02 Eligibility and accounts

You must be at least 16 years old (18 to purchase a paid plan) and able to enter a binding contract. You agree to provide accurate account information and keep it current. You are responsible for safeguarding your credentials and for all activity under your account; notify us immediately at support@askforesight.ai if you suspect unauthorized use. One person or entity may not maintain multiple free accounts to circumvent plan limits.

03 Your content and connected data

"Customer Content" means the website URLs you submit, documents you upload, answers and edits you provide in the workspace, and data retrieved from sources you connect.

> **You keep ownership of Customer Content.** You grant us a worldwide, non-exclusive license to host, process, transmit and display it solely to provide and secure the Service, as described in the Privacy Policy.

> **You are responsible for your rights to it.** You represent that you own or are authorized to submit the websites you analyze, the documents you upload, and the accounts you connect — including, if you act for a client (for example, as an agency), that the client has authorized you to connect their data sources and share their materials with the Service.

> **Connected sources are read-only and revocable.** You can disconnect a data source at any time; the effects on stored data are described in the Privacy Policy. Your use of connected third-party services remains governed by their own terms, and our use of data received from Google

APIs adheres to the Google API Services User Data Policy, including its Limited Use requirements.

04 Website analysis

When you request an analysis, the Service accesses the publicly available pages of the submitted website in an automated way, honoring the site's robots.txt exclusions, and runs performance audits against it. You must not submit websites you have no right to analyze for commercial purposes, and you are responsible for ensuring that your use of the resulting Reports complies with the laws that apply to you. If you operate a website and prefer that Foresight not analyze it, exclude our crawler via robots.txt or contact support@askforesight.ai.

05 Plans, billing and payment

Plans and limits. Available plans, prices and plan limits (such as the number of active sites, included reports and re-runs per billing period) are those displayed at checkout at the time of purchase. Free-tier report allowances are a lifetime allowance per account. We may change prices and limits for future billing periods with prior notice.

Payment. Payments are processed by Stripe. By purchasing a subscription you authorize recurring charges to your payment method at the start of each billing period (monthly or yearly) until you cancel. Prices exclude any applicable taxes, which are your responsibility.

Plan changes. Upgrades take effect immediately with a prorated charge quoted before you confirm. Downgrades and switches between billing intervals take effect at the end of the current billing period.

Pay-per-report purchases. One-time report purchases grant access to the purchased report and workspace for the access window stated at purchase (currently 30 days), including the stated number of re-runs.

Cancellation. You can cancel any time in the billing portal; cancellation takes effect at the end of the current billing period, and until then the Service remains available. After cancellation your workspace remains accessible read-only for a period (currently 12 months) so you keep access to Reports you paid for.

Refunds. Except where required by law, fees are non-refundable and we do not give credits for partial billing periods. If you are a consumer in the EU/UK, you acknowledge that by requesting

> immediate generation of Reports you consent to immediate performance and lose the statutory right of withdrawal once the digital service has been fully performed.

> **Failed payments.** If a renewal charge fails, we may retry it and, after notice, suspend or downgrade the account until payment succeeds.

06 Acceptable use

You agree not to:

- use the Service for anything unlawful, or to analyze websites in violation of third-party rights;
- probe, disable, overload or circumvent the Service's security, rate limits or plan limits (including by creating multiple accounts);
- access the Service by automated means other than its documented interfaces, or scrape, resell, sublicense or white-label the Service itself without our written consent (using Reports in your own client work is fine — see Section 7);
- reverse engineer the Service or use it to build a directly competing website-audit product;
- upload malicious code or content you have no right to share;
- misrepresent AI-generated Reports as independent human-authored audits where that matters legally.

We may investigate violations and suspend or terminate accounts that breach this section.

07 Intellectual property

The Service — including its software, design, analysis methodology, skills, scoring system, templates and branding — is owned by us or our licensors, and nothing in these Terms transfers it to you. We grant you a limited, non-exclusive, non-transferable right to use the Service during your subscription in accordance with these Terms.

Reports are yours to use. We assign to you all our rights in the Report outputs generated for your account, and you may use them freely in your business, including in work for your clients. Given the nature of AI generation, we cannot promise outputs are unique across customers, and general knowledge, methodology and report structure remain ours.

If you send us feedback or suggestions, we may use them without obligation to you.

08 AI-generated content disclaimer

Reports are generated by artificial intelligence from the data available to the Service. **They may contain errors, omissions or outdated information, and they are recommendations, not guarantees.** Reports are not professional (legal, financial, engineering, medical or other regulated) advice.

You are responsible for reviewing Reports and for any decision or action you take based on them; we are not liable for business outcomes of implementing recommendations.

09 Third-party services

The Service integrates with third-party services (for example Google, HubSpot, Pipedrive, Stripe). We do not control them and are not responsible for their availability, changes to their APIs, or their handling of your accounts. Your use of each remains subject to its own terms. If a third party suspends or changes access on which a feature depends, we will make reasonable efforts to restore or replace the feature but are not liable for the interruption.

10 Availability, suspension and termination

We aim to keep the Service available but do not guarantee uninterrupted or error-free operation; maintenance, updates and factors beyond our control may cause downtime. We may suspend or terminate your access, with notice where practicable, if you materially breach these Terms, if required by law, or if providing the Service becomes unlawful or impracticable. You may stop using the Service and cancel at any time. Upon termination, Sections 7–13 survive, and data handling follows the Privacy Policy (including deleting your account and its data yourself, in the app, under Settings → Account).

If we discontinue the Service entirely, we will give at least 30 days' notice and refund any prepaid fees covering the period after discontinuation.

11 Disclaimers

Except as expressly stated in these Terms, the Service is provided "as is" and "as available", without warranties of any kind, express or implied, including merchantability, fitness for a

particular purpose, accuracy and non-infringement. We do not warrant that findings, scores or recommendations are complete or correct, or that the Service will meet your requirements. Some jurisdictions do not allow certain warranty exclusions, so parts of this section may not apply to you.

12 Limitation of liability

To the maximum extent permitted by law: neither party is liable for indirect, incidental, special, consequential or punitive damages, or for lost profits, revenue, goodwill or data; and our total aggregate liability arising out of or relating to the Service is limited to the amounts you paid us in the 12 months before the event giving rise to the claim (or 50 EUR if you have paid nothing). Nothing in these Terms excludes liability that cannot be excluded by law, such as liability for willful misconduct, gross negligence, or death or personal injury caused by negligence. These limits apply regardless of the theory of liability and even if a remedy fails of its essential purpose.

13 Indemnification

If you use the Service in breach of Section 3, 4 or 6 — for example, by analyzing a website or connecting data you had no right to — you will defend and indemnify us against third-party claims, damages and reasonable costs arising from that breach. We will notify you promptly of any such claim and let you control the defense, provided you do not settle in a way that imposes obligations on us without our consent.

14 Governing law and disputes

These Terms are governed by the laws of Serbia, excluding its conflict-of-law rules. Disputes that cannot be resolved amicably will be subject to the exclusive jurisdiction of the courts of Belgrade, Serbia. If you are a consumer, this does not deprive you of the protection of mandatory consumer laws, or of access to courts, of your country of residence.

15 Changes to these Terms

We may update these Terms as the Service evolves. For material changes we will give at least 14 days' notice by email or in the Service before they take effect; continued use after the effective

date constitutes acceptance. If you do not agree to updated Terms, cancel before they take effect.

16 General

These Terms, together with the Privacy Policy and any order/checkout terms, are the entire agreement between us regarding the Service and supersede prior agreements on that subject. If any provision is held unenforceable, the rest remains in effect. Our failure to enforce a provision is not a waiver. You may not assign these Terms without our consent; we may assign them in connection with a merger, acquisition or sale of assets. Notices to you may be given by email to your account address or in the Service; notices to us go to support@askforesight.ai or the postal address above.

17 Contact

LEGAL ENTITY

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