

Zeover Terms of Service

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Applies to zeover.com, blog.zeover.com, and the Zeover public software platform.

These Terms of Service (the 'Terms') govern your access to and use of zeover.com, any related websites, dashboards, applications, reports, content generation tools, benchmarking tools, scan results, and related products and services offered by Zeover, Inc. ('Zeover,' 'we,' 'us,' or 'our') (collectively, the 'Services').

By clicking to accept these Terms, creating an account, subscribing to a plan, accessing, or using the Services, you agree to these Terms and to Zeover's Privacy Policy. If you do not agree, do not use the Services. If you are using the Services on behalf of an organization, you represent that you have authority to bind that organization, and 'you' means both you and that organization.

Important AI and Confidentiality Notice

The Services use third-party AI and LLM providers. Do not upload or submit any information that must remain confidential unless Zeover has expressly agreed in a separate signed writing to handle that information on confidential terms.

By using the Services, you authorize Zeover to share some or all of your submitted content, prompts, files, URLs, instructions, metadata, and outputs with third-party providers, including providers of models or services such as ChatGPT, Claude, Grok, Gemini, and others, to operate the Services.

1. Acceptance and Eligibility

You must be at least 18 years old and able to form a binding contract to use the Services. You may not use the Services if your access or use would violate applicable law, export controls, sanctions, or other legal restrictions.

To the maximum extent permitted by law, Zeover may accept, reject, restrict, or discontinue any user, account, workspace, order, subscription, or prospective customer relationship, and may limit availability by person, entity, geography, business type, use case, or risk profile, for any lawful reason or for no stated reason.

If Zeover and you enter into a separate written agreement for certain Services, that written agreement will control to the extent it conflicts with these Terms for those specific Services.

2. The Services

Zeover provides AI visibility benchmarking, website and content analysis, content recommendations, content generation and optimization, recurring scans, reporting, and related GEO or AI-marketing functionality. Features may vary by plan, account type, order flow, beta status, and geographic availability.

The Services may rely on third-party systems, search engines, and AI model providers. Zeover may add, remove, improve, modify, or replace features, tools, providers, or underlying models at any time, including for security, compliance, operational, or product reasons.

3. Accounts and Workspace Administration

You must provide accurate, current, and complete account, identity, billing, and company information and keep it updated. Accounts or purchases made with false, misleading, disposable, impersonated, or unauthorized

identities or contact details are prohibited. You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account.

Unless your plan expressly allows otherwise in writing, each login is for a single named user only. You may not share credentials, allow multiple individuals to use one account, or create additional accounts, workspaces, organizations, aliases, or fake identities to evade pricing, seat or user limits, trial restrictions, fair use thresholds, usage caps, geographic restrictions, suspensions, or other enforcement actions.

If your account is part of a team or organization workspace, administrators for that workspace may be able to add or remove users, manage permissions, access submitted content and generated outputs, and otherwise control the workspace.

You must promptly notify Zeover if you believe your account has been compromised or used without authorization.

4. Plans, Orders, Fees, and Renewal

Zeover may offer free, paid, trial, promotional, or enterprise plans. The features, usage limits, prices, renewal periods, and billing cadence for your plan will be the ones presented in the applicable pricing page, checkout flow, account interface, order form, or other purchase terms made available to you.

If you enroll in a paid plan, you authorize Zeover and its payment processors to charge the payment method you provide for all applicable fees, taxes, and other charges on the schedule described for your plan. Unless otherwise stated, paid subscriptions renew automatically for successive periods equal to the initial subscription term until canceled.

Fees are generally billed in advance and are non-refundable except as required by law or expressly stated otherwise by Zeover. Zeover may change pricing, packaging, or usage limits prospectively. Any price change for a renewing subscription will apply beginning with the next renewal term after notice.

Plans may be subject to seat limits, rate limits, query or scan caps, storage limits, fair use thresholds, anti-abuse rules, and other usage controls established by Zeover from time to time. Zeover may monitor usage to verify compliance with plan terms and these Terms, and may throttle usage, require an upgrade, reject transactions, suspend access, charge disclosed overages, or terminate accounts that exceed or attempt to circumvent applicable limits.

You may cancel future renewal through your account settings or another cancellation method Zeover makes available. Cancellation will usually take effect at the end of the then-current paid term, and you will retain access until that term ends unless these Terms or your plan state otherwise.

Zeover may modify or discontinue any free plan, beta offering, or promotional offer at any time.

5. Your Content; Licenses; Outputs

As between you and Zeover, you retain ownership of the text, files, URLs, prompts, instructions, materials, data, and other content that you submit to the Services ('Submitted Content').

You grant Zeover a worldwide, non-exclusive, royalty-free license to host, store, copy, transmit, modify, display, translate, transform, and otherwise use Submitted Content as necessary to provide, secure, support, maintain, improve, and develop the Services, including to benchmark results, generate outputs, and troubleshoot issues.

Subject to applicable law and third-party rights, Zeover does not claim ownership of outputs generated specifically for you through the Services ('Outputs'). Similar or identical outputs may be generated for Zeover,

other customers, or third parties, and Zeover does not guarantee exclusivity, originality, or non-infringement of any Output.

Zeover may use aggregated, de-identified, or otherwise non-personal analytics, statistics, and usage data derived from the operation of the Services for benchmarking, research, security, product improvement, and other lawful business purposes.

6. No Confidential or Restricted Data; Third-Party AI Processing

Unless Zeover has expressly agreed otherwise in a separate written agreement signed by Zeover, you must not submit to the Services any information that is confidential, proprietary, trade secret, attorney-client privileged, export-controlled, or otherwise subject to a duty of confidentiality or use restriction. Information submitted to the Services will not be treated as confidential by default.

By submitting content to the Services, you represent and warrant that the content is not confidential as to Zeover, that you have all rights and permissions needed to submit it and authorize the processing and disclosures described in these Terms, and that doing so will not violate any nondisclosure obligation, duty of confidence, privacy notice, employment obligation, export restriction, or applicable law.

You must also not submit sensitive personal information or regulated data through the Services unless Zeover has expressly agreed in writing to support that use case. This includes, by way of example, social security numbers, driver's license or passport numbers, full payment card data, health information, biometric identifiers, precise geolocation, children's data, or information subject to HIPAA, GLBA, FERPA, CJIS, ITAR, EAR, or similar restrictions.

You instruct and authorize Zeover to disclose, transmit, and otherwise make available some or all of your Submitted Content, Outputs, prompts, files, URLs, instructions, benchmark queries, metadata, and related information to third-party AI, LLM, cloud, and software providers that Zeover uses to operate the Services, including providers of models or services such as OpenAI's ChatGPT, Anthropic's Claude, xAI's Grok, Google's Gemini, and others.

Those third-party providers may process, log, cache, store, or otherwise handle information according to their own terms, policies, and contractual commitments. Because the Services inherently rely on third-party providers, do not use the Services for anything that requires strict confidentiality unless Zeover has separately agreed to that in writing.

Zeover may reject, remove, restrict, or delete content that it reasonably believes violates this Section or creates legal, security, or operational risk.

7. AI Output and Marketing Disclaimers

The Services use AI and automated systems. Outputs, recommendations, summaries, scores, and benchmarks may be inaccurate, incomplete, outdated, biased, non-unique, or otherwise unsuitable for your intended use. You are responsible for reviewing and validating Outputs and recommendations before publishing, implementing, relying on, or distributing them.

The Services do not provide legal, medical, accounting, investment, or other professional advice. You are solely responsible for how you use the Services and any Outputs.

Zeover does not guarantee rankings, citations, visibility, traffic, conversions, revenue, inclusion in any search or AI results, or any other business outcome. Third-party search engines, websites, crawlers, and AI systems are outside Zeover's control and may change at any time.

8. Acceptable Use

You may use the Services only in compliance with these Terms and applicable law. You must not, and must not permit others to:

- submit content you do not have the right to use, disclose, or process;
- submit content that infringes, misappropriates, or violates another person's intellectual property, privacy, publicity, confidentiality, or other rights;
- use the Services for unlawful, fraudulent, defamatory, harassing, abusive, deceptive, or harmful activity;
- use the Services to create or distribute malware, malicious code, spam, or content designed to disrupt systems or evade security controls;
- reverse engineer, decompile, disassemble, scrape, copy, mirror, or otherwise attempt to derive source code, models, prompts, or non-public components of the Services except to the extent such restriction is prohibited by law;
- interfere with, bypass, or defeat rate limits, security features, authentication measures, or access controls;
- use the Services to build, benchmark, or train a competing service, model, or product using non-public features or outputs obtained through the Services;
- use the Services for fully automated decisions concerning employment, housing, credit, insurance, legal status, medical care, or other similarly high-risk matters without appropriate human review and legal authority;
- misrepresent your identity, impersonate another person or entity, or falsely imply affiliation with Zeover;
- submit confidential or regulated information in violation of Section 6;
- resell, sublicense, rent, timeshare, outsource, or otherwise make the Services available to third parties except as expressly authorized by Zeover in writing;
- access or use the Services in a manner that unreasonably burdens, degrades, or interferes with the Services or other users, including excessive automated requests or abusive usage patterns;
- create multiple accounts, workspaces, organizations, aliases, fake names, misleading identities, or similar structures to evade pricing, trial limits, rate limits, fair use thresholds, usage caps, suspensions, or other restrictions or enforcement actions; or
- share credentials, permit more than one person to use a single account, or otherwise circumvent seat, user, or access restrictions.

9. Zeover Intellectual Property

The Services, including all software, models, workflows, interfaces, designs, text, graphics, reports, templates, benchmarks, know-how, trademarks, and related intellectual property made available by Zeover, are and remain the property of Zeover and its licensors.

Except for the limited rights expressly granted in these Terms, no rights are granted to you by implication, estoppel, or otherwise.

10. Feedback

If you provide Zeover with suggestions, ideas, corrections, feedback, or other input regarding the Services, Zeover may use that feedback for any lawful purpose without restriction, attribution, or compensation to you.

11. Third-Party Services and Materials

The Services may contain links to third-party sites, integrations, software, content, or services, or may rely on them in the background. Zeover does not control and is not responsible for third-party sites, services, providers, or their content, terms, policies, security, or availability.

12. Suspension, Termination, and Retention

To the maximum extent permitted by law, Zeover may in its discretion refuse service, reject or cancel orders or subscriptions, throttle usage, remove content, disable access, suspend, or terminate your access to all or part of the Services, with or without notice, for any lawful reason or for no stated reason, including if Zeover believes or suspects that you have violated these Terms, failed to pay fees when due, submitted prohibited content, created security, legal, reputational, or operational risk, used multiple accounts or users to circumvent restrictions, used fake or misleading names or registration details, shared logins, exceeded or attempted to evade fair use or plan limits, or otherwise misused the Services.

You may stop using the Services at any time. Termination does not relieve you of any payment obligation already incurred. Upon suspension or termination, your right to access the Services ends immediately except to the extent Zeover expressly allows otherwise. Zeover may delete, disable access to, or retain account data, Submitted Content, and Outputs in accordance with its retention practices, backups, legal obligations, dispute-resolution needs, fraud prevention needs, and legitimate business interests.

13. Disclaimers

THE SERVICES ARE PROVIDED 'AS IS' AND 'AS AVAILABLE.' TO THE MAXIMUM EXTENT PERMITTED BY LAW, ZEOVER AND ITS AFFILIATES, LICENSORS, AND PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, OR THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

14. Indemnification

You will defend, indemnify, and hold harmless Zeover, its affiliates, officers, directors, employees, contractors, and agents from and against any claims, actions, proceedings, liabilities, damages, judgments, settlements, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your Submitted Content; (b) your Outputs or your use of Outputs; (c) your use of the Services; (d) your violation of these Terms; or (e) your violation of any law or another person's rights.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ZEOVER AND ITS AFFILIATES, LICENSORS, AND PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, DATA, GOODWILL, OR INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ZEOVER'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT YOU PAID TO ZEOVER FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY OR (B) ONE HUNDRED U.S. DOLLARS (USD \$100).

Some jurisdictions do not allow certain disclaimers or limitations, so some of the above may not apply to you to the extent prohibited by law.

16. Governing Law and Venue

These Terms are governed by the laws of the State of California, without regard to conflict-of-law rules. Any dispute arising out of or relating to these Terms or the Services will be brought exclusively in the state or federal courts located in Contra Costa County, California, and each party consents to that venue and personal jurisdiction, except where applicable law does not permit that forum selection.

17. Changes to These Terms

Zeover may update these Terms from time to time. If Zeover makes a material change, Zeover may provide notice by posting the updated Terms on the Services, updating the 'Last Updated' date, emailing the address associated with your account, or through another reasonable method. Your continued use of the Services after the effective date of the updated Terms means you accept the updated Terms.

18. General Terms

These Terms, together with the Privacy Policy and any applicable order form or separate written agreement, are the entire agreement between you and Zeover regarding the Services and supersede prior or contemporaneous understandings on that subject.

If any provision of these Terms is held unenforceable, the remaining provisions will remain in effect. Zeover's failure to enforce any provision is not a waiver. You may not assign or transfer these Terms without Zeover's prior written consent. Zeover may assign these Terms in connection with a merger, acquisition, corporate reorganization, or sale of assets, or to an affiliate. Zeover will not be liable for delays or failure to perform caused by events beyond its reasonable control.

19. Contact Zeover

For general questions about these Terms or the Services, please contact Zeover through the contact form available at <https://zeover.com/contact> or any replacement contact channel Zeover designates.