

# 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, checking a box, clicking a button that references 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 are using the Services on behalf of an organization, you represent and warrant that you have authority to bind that organization to these Terms. If you do not agree, do not use the Services.

## Important AI, Review, and Confidentiality Notice

The Services use third-party AI and LLM providers and may also use automated monitoring for abuse prevention and compliance. 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, and you must independently review and verify all Outputs before publication or use.

## 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, discontinue, or condition any user, account, workspace, order, subscription, or prospective customer relationship, and may limit availability of the Services to any person, company, geography, industry, or use case, at any time, for any reason or no reason, with or without notice, explanation, or liability.

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. You are responsible for all sales, use, value-added, withholding, and similar taxes, duties, and governmental charges associated with your purchase or use of the Services, excluding taxes based on Zeover's net income. Zeover may change pricing, packaging, or usage limits prospectively. Any price change for a recurring paid plan will apply no earlier than the next renewal term after notice as required by law.

If any payment is reversed, declined, charged back, refunded, or otherwise not received, Zeover may suspend or terminate access, recover any unpaid amounts, and recover associated chargeback, collection, processing, or related costs to the maximum extent permitted by law.

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.

Suspension or termination for cause, misuse, abuse, fraud, nonpayment, chargebacks, or violation of these Terms will not entitle you to any refund, credit, or proration except to the extent required by law.

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.

You are solely responsible for Submitted Content, any Outputs you choose to use, publish, distribute, transmit, or rely on, and for obtaining all permissions, substantiation, rights, approvals, and disclosures required for your use of the Services and Outputs.

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 Zeover has no confidentiality or restricted-use obligation with respect to that content absent a separate written agreement signed by Zeover, that you have all rights and permissions needed to submit it and authorize the processing described in these Terms and the Privacy Policy, and that submitting it will not violate any law, contract, duty, or third-party right.

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.

You must independently review, verify, fact-check, edit, and approve all Outputs, recommendations, summaries, scores, rankings, citations, and other materials generated or assisted by the Services before publishing, distributing, transmitting, relying on, or acting on them. This includes verifying factual accuracy, claims, legal compliance, intellectual property, privacy, defamation, endorsements, advertising substantiation, and fitness for your intended use.

Zeover is not the publisher, speaker, advertiser, guarantor, or verifier of your Submitted Content or of any Output you create, publish, or use through the Services. You assume all risk and sole responsibility for publication, distribution, reliance, compliance, and downstream use of 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;
- create, publish, distribute, or promote content or activity that is false, misleading, deceptive, fabricated, manipulated, fraudulent, or likely to mislead any person, platform, advertiser, publisher, search engine, AI system, regulator, or the public;
- use the Services for scams, phishing, fraud, identity theft, extortion, market manipulation, fake testimonials or reviews, fake identities, coordinated inauthentic behavior, misinformation, disinformation, astroturfing, election interference, spam campaigns, or other deceptive or unethical conduct;
- impersonate any person or entity, create synthetic or manipulated content without any disclosure required by law or platform rules, or falsely suggest affiliation, sponsorship, endorsement, authorship, origin, or authenticity;
- use the Services to violate advertising rules, consumer protection laws, platform rules, or disclosure obligations, including laws or rules relating to endorsements, testimonials, unfair competition, false advertising, or deceptive trade practices;

- use the Services in any manner that Zeover reasonably determines is abusive, objectionable, unsafe, unfair, unethical, intended to circumvent the spirit of these Terms, or likely to create legal, reputational, or operational risk for Zeover or others;
- 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, monitor and review use, Submitted Content, Outputs, device or account signals, and related account or payment activity, block email domains, payment methods, IP addresses, devices, organizations, workspaces, or related accounts, remove content, disable access, preserve evidence, cooperate with service providers or law enforcement, and suspend or terminate your account or any related accounts, at any time, with or without notice or liability, for any reason or no reason, including suspected misuse, abuse, fraud, nonpayment, chargebacks, policy violations, security concerns, or attempts to circumvent seat, pricing, trial, rate, fair use, or other limits.

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.

Zeover has no obligation to maintain, export, return, or continue storing any Submitted Content, Outputs, or account data after suspension or termination and may delete, retain, or disclose data in its discretion subject to applicable law. You are responsible for maintaining your own backups.

## 13. Disclaimers

THE SERVICES ARE PROVIDED 'AS IS' AND 'AS AVAILABLE.' TO THE MAXIMUM EXTENT PERMITTED BY LAW, ZEOVER AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OWNERS, SHAREHOLDERS, INVESTORS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, MODEL AND AI PROVIDERS, PAYMENT PROCESSORS, SERVICE PROVIDERS, SUCCESSORS, AND ASSIGNS DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RESULTS, AVAILABILITY, SECURITY, QUIET ENJOYMENT, AND THAT THE SERVICES OR ANY OUTPUTS WILL BE UNINTERRUPTED, ERROR-FREE, LAWFUL, TRUE, COMPLETE, ORIGINAL, NON-INFRINGEMENT, OR FIT FOR PUBLICATION OR ANY PARTICULAR PURPOSE. ZEOVER DOES NOT ASSUME ANY DUTY OF CARE, FIDUCIARY DUTY, CONFIDENTIALITY DUTY, OR EDITORIAL DUTY TO YOU OR TO ANY THIRD PARTY EXCEPT AS EXPRESSLY SET OUT IN A SEPARATE WRITTEN AGREEMENT SIGNED BY ZEOVER.

## 14. Indemnification

You will defend, indemnify, and hold harmless Zeover and its parents, subsidiaries, affiliates, owners, shareholders, investors, members, managers, officers, directors, employees, contractors, agents, licensors, suppliers, service providers, successors, and assigns from and against any claims, actions, demands, investigations, damages, judgments, penalties, fines, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your access to or use of the Services; (b) your Submitted Content, Outputs, publications, campaigns, websites, ads, prompts, files, or other materials; (c) your breach of these Terms or applicable law; (d) allegations that your Submitted Content, Outputs, or use of the Services infringe, misappropriate, defame, deceive, or otherwise violate any right or law; (e) your fraud, misconduct, negligence, willful misconduct, or use of the Services to create or distribute false, misleading, deceptive, or unlawful content; or (f) any dispute between you and any customer, prospect, platform, regulator, competitor, or other third party relating to the Services or Outputs.

Zeover may assume the exclusive defense and control of any matter subject to indemnification by you, at your expense, and you will cooperate fully in the defense. You may not settle any matter in a way that imposes liability, obligations, admissions, or restrictions on Zeover without Zeover's prior written consent.

## **15. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ZEOVER AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OWNERS, SHAREHOLDERS, INVESTORS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, MODEL AND AI PROVIDERS, PAYMENT PROCESSORS, SERVICE PROVIDERS, SUCCESSORS, AND ASSIGNS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, DATA, CONTENT, BUSINESS, SAVINGS, USE, OR REPUTATION, OR FOR COST OF SUBSTITUTE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH 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 NET AMOUNT ACTUALLY RECEIVED BY ZEOVER FROM YOU FOR THE SPECIFIC PAID SERVICES GIVING RISE TO THE CLAIM, AFTER DEDUCTING ANY REFUNDS, CREDITS, CHARGEBACKS, TAXES, PAYMENT PROCESSING FEES, APP STORE OR MARKETPLACE FEES, AND THIRD-PARTY MODEL, API, DATA, OR OTHER PROVIDER FEES ATTRIBUTABLE TO YOUR USE OF THE SERVICES. IF YOU HAVE NOT PAID ZEOVER FOR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM, ZEOVER'S LIABILITY WILL BE ZERO TO THE MAXIMUM EXTENT PERMITTED BY LAW.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO SHAREHOLDER, INVESTOR, FOUNDER, DIRECTOR, OFFICER, MANAGER, EMPLOYEE, CONTRACTOR, OR REPRESENTATIVE OF ZEOVER WILL HAVE ANY PERSONAL LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS.

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. Dispute Resolution; Arbitration; Class Action Waiver**

Before filing a claim, you and Zeover agree to try to resolve the dispute informally. The party initiating the dispute must send written notice describing the claim and requested relief, and the parties will attempt in good faith to resolve the matter for 30 days.

Except for disputes that may be brought in small claims court, claims seeking injunctive or equitable relief for misuse, fraud, abuse, confidentiality, data security, or intellectual property violations, and claims that applicable law says cannot be arbitrated, any dispute, claim, or controversy arising out of or relating to the Services or these Terms will be resolved by binding arbitration on an individual basis. The Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. The arbitration will be administered by JAMS under its applicable rules, and may be conducted on the papers, by remote video appearance, or in San Francisco County, California.

YOU AND ZEOVER EACH WAIVE ANY RIGHT TO A JURY TRIAL AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, MASS ACTION, OR CONSOLIDATED PROCEEDING, TO THE MAXIMUM EXTENT PERMITTED BY LAW. The arbitrator may award relief only to the individual party seeking relief and only to the extent necessary to resolve that party's individual claim. If any part of this Section is found unenforceable as to a particular claim or remedy, that claim or remedy will be severed and resolved in court, and the remaining portions of this Section will remain in force.

To the maximum extent permitted by law, any claim arising out of or relating to the Services or these Terms must be filed within one year after the claim arose or it is permanently barred.

## **17. Governing Law and Venue for Non-Arbitrable Disputes**

These Terms are governed by the laws of the State of California, without regard to conflict-of-law rules, except that the Federal Arbitration Act governs Section 16. Any claim not subject to arbitration will be brought exclusively in the state or federal courts located in San Francisco County, California, and you and Zeover consent to their personal jurisdiction and venue.

## **18. 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 account contact on file, or by another appropriate method. The version posted on the Services is the version currently in effect.

## **19. 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 discussions about the Services. Notices and consents may be delivered electronically, and your electronic assent or use of the Services will have the same force and effect as a signed writing.

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 whole or in part without restriction. Sections that by their nature should survive termination will survive.

Zeover is not liable for any failure or delay caused by circumstances beyond its reasonable control, including acts of God, internet or telecommunications failures, outages or interruptions by third-party providers, model or API changes, labor disputes, war, terrorism, civil unrest, governmental action, pandemics, sanctions, embargoes, natural disasters, or power failures. Zeover may seek injunctive or equitable relief to protect the Services, confidentiality, intellectual property, security, or against misuse.

## **20. 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.