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# Terms of Service Template for SaaS Companies

## Introduction

Welcome to [Your SaaS Name], a cloud-based platform designed to [briefly describe your SaaS product's purpose]. These Terms of Service ("ToS") govern your access to and use of our Service. By accessing or using our Service, you agree to be bound by these ToS. Please read them carefully.

## Key Definitions

- **Service:** Refers to the [Your SaaS Name] software, platform, and any associated features, functionalities, and content provided by [Your Company Name].
- **User:** Refers to any individual or entity accessing or using the Service.
- **Content:** Refers to any data, information, or materials uploaded, created, or shared by Users within the Service.

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- Termination
- Disclaimer of Warranties
- Limitation of Liability
- Dispute Resolution
- Governing Law
- Miscellaneous Provisions

## 1. Acceptance of Terms

By clicking "I Agree" or accessing or using our Service, you acknowledge that you have read, understood, and agree to be bound by these ToS, which form a legally binding agreement between you and [Your Company Name]. These ToS take effect on [Date] and may be updated from time to time. Continued use of the Service after any updates constitutes acceptance of the revised ToS.

## 2. User Accounts

- **Account Registration:** To use our Service, you must create an account by providing accurate and complete information. You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.
- **Account Security:** You agree to use strong passwords and enable two-factor authentication when available. Notify us immediately of any unauthorized use of your account.

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- **Account Verification and Recovery:** We may require you to verify your account information. We will provide reasonable assistance in recovering your account in case of forgotten credentials, but we cannot guarantee account recovery in all situations.
- **Account Restrictions:** You may not share or transfer your account to others. We reserve the right to suspend or terminate accounts that violate these ToS or engage in prohibited activities.

### 3. Payment Terms

- **Pricing and Billing:**
  - [Your SaaS Name] offers the following pricing models: [Clearly state whether your SaaS is free, offers a free trial, has a one-time fee, subscription-based model, or usage-based pricing. If subscription-based, specify subscription tiers (e.g., Basic, Premium), features included in each tier, and pricing for each.]
  - Billing occurs [Specify billing frequency - monthly, annually, etc.] on [Specify when billing occurs - e.g., on the same date each month].
  - We accept the following payment methods: [List all accepted payment methods].
  - Payments are processed by [Name of Payment Processor].
- **Taxes:** Prices [Specify whether prices include taxes].
- **Currency:** All payments are processed in [Specify the currency used for billing].
- **Refunds and Cancellations:**

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- [Detail your refund policy, including eligibility criteria, refund process, and timeframes.]
- You can cancel your subscription anytime by contacting [Name of Payment Processor] or through your account settings.
- **Price Changes:** We reserve the right to change our prices, but we will notify you in advance of any changes.

## 4. Intellectual Property

- **Ownership:** All intellectual property rights in our Service, including but not limited to software, design, text, graphics, logos, and trademarks, are owned by or licensed to [Your Company Name].
- **User Content:** You retain ownership of any content you create within our Service, but you grant us a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, adapt, publish, translate, distribute, and display that content for the purpose of providing and improving our Service.
- **Limited License:** We grant you a limited, non-exclusive, non-transferable license to access and use our Service for your internal business purposes, subject to these ToS.

## 5. Confidentiality

- **Confidential Information:** You may have access to confidential information through the Service. You agree to keep such information confidential and not to disclose it to any third party without our prior written consent.

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- **Exceptions:** This confidentiality obligation does not apply to information that is publicly available, independently developed by you, or rightfully obtained from a third party without any confidentiality restrictions.

## 6. Termination

- **Termination by User:** You may terminate your account at any time by [method, e.g., through account settings or by contacting customer support].
- **Termination by Company:** We may terminate or suspend your account for any reason, including but not limited to your breach of these ToS, non-payment, or account inactivity. We will provide [Specify notice period, if any] notice before termination, except in cases of severe violations.
- **Consequences of Termination:** Upon termination, your right to use the Service will immediately cease. We may delete your account and data, and you will not be eligible for any refunds unless otherwise specified in our refund policy.
- **Survival of Provisions:** The following provisions will survive termination: Confidentiality, Disclaimer of Warranties, Limitation of Liability, Dispute Resolution, and Governing Law.

## 7. Disclaimer of Warranties

Our Service is provided "as is" and "as available" without any warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that the Service will be uninterrupted, error-free, or secure.

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## 8. Limitation of Liability

In no event shall [Your Company Name] or its affiliates, directors, officers, employees, agents, or licensors be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, goodwill, or other intangible losses, arising out of or in connection with your use of or inability to use the Service, whether based on warranty, contract, tort (including negligence), or any other legal theory, even if we have been advised of the possibility of such damages. Our total liability to you for all claims arising out of or in connection with the Service shall not exceed the amount paid by you to us for the Service in the twelve (12) months prior to the event giving rise to the claim.

## 9. Dispute Resolution

Any dispute arising out of or relating to these ToS or the Service shall be resolved first through good-faith negotiations between the parties. If the dispute cannot be resolved through negotiation within [Specify timeframe, e.g., 30 days], it shall be resolved exclusively through binding arbitration in accordance with the rules of [Specify arbitration organization, e.g., the American Arbitration Association]. The arbitration shall be conducted in [City, State], and the language of the arbitration shall be English.

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## 10. Governing Law

These ToS and your use of the Service shall be governed by and construed in accordance with the laws of [State/Country], without regard to its conflict of laws provisions.

## 11. Miscellaneous Provisions

- **Severability:** If any provision of these ToS is held to be invalid or unenforceable, that provision shall be struck from the ToS and the remaining provisions shall remain in full force and effect.
- **Entire Agreement:** These ToS constitute the entire agreement between you and us regarding the Service and supersede all prior or contemporaneous communications and proposals, whether oral or written.
- **Assignment:** You may not assign or transfer these ToS or your rights under these ToS without our prior written consent. We may assign or transfer these ToS without restriction.
- **Notices:** We may provide notices to you by email, in-app notifications, or through the Service. You may provide notices to us by email to [Your Company Email Address].
- **Force Majeure:** Neither party shall be liable for any delay or failure in performance due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, government actions, or labor disputes.

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- **Waiver:** A failure to enforce any provision of these ToS does not constitute a waiver of that provision or any other provision.

## Contact Us

If you have any questions about these ToS, please contact us at [Your Company Email Address].