OBIANSWERS | WEBSITE, APPLICATION AND USER TERMS

Terms of Service

OBIAnswers

TERMS OF SERVICE

These Terms of Service ("Terms") are offered by **ARGMEDIAGROUP LLC** ("Company," "we," "us," or "our") for OBIAnswers, including its website, hosted application, supported mobile applications, and associated demonstrations (collectively, the "Service"). "You" means the individual accepting these Terms. "Customer" means the business or other organization that purchases or administers your workspace. "Business Agreement" means the separately accepted OBIAnswers SaaS License & Subscription Agreement and its applicable Order and addenda.

1. Acceptance and relationship to the business contract

1.1 Affirmative acceptance. You agree to these Terms by selecting an unchecked agreement checkbox and submitting the associated acceptance button, or clicking an expressly labeled acceptance button, after a conspicuous opportunity to open, review, download, and retain these Terms. They become effective for you at that acceptance. Merely visiting a public page does not by itself establish assent to arbitration or payment obligations. If you do not agree, do not accept or use functions that require acceptance. The minor-user provisions in Section 2 apply before any minor account is activated.

1.2 Different roles. Acceptance for your individual use does not by itself bind your employer to a subscription or authorize a purchase. Only an adult representative with authority to bind Customer and authorize payment may place a business Order. Employees and invited users do not personally guarantee Customer fees merely by accepting these Terms or accessing a workspace. A person acting as an authorized business representative must make the identity of that business clear.

1.3 Priority and separate rights. The Business Agreement governs Company-Customer subscription rights, pricing, service commitments, payment, organizational data handling, termination, and their disputes. These Terms govern individual conduct and access. For conflicting provisions concerning Customer rights or duties, the Business Agreement controls; an executed DPA controls its data-protection subject matter. These Terms do not amend a previously accepted Business Agreement, expand an employee's authority, release another person's rights, or override mandatory law. Individual users are not automatically bound to Customer's arbitration agreement merely because they work for Customer.

1.4 Privacy notice. Our separately published Privacy Notice explains information practices and privacy choices. It is not a blanket consent to all processing or an agreement to waive privacy rights. Marketing, cookies, AI processing, or parental permissions requiring separate consent must use the appropriate separate process. The Business Agreement and any applicable DPA govern processing on Customer's instructions.

Important: Sections 10-11 contain warranty disclaimers and liability limits. Section 12 provides arbitration for eligible adult individual disputes, with exceptions and a 30-day opt-out. It does not impose pre-dispute arbitration on minor users or alter Company-Customer disputes under the Business Agreement. Mandatory local rights remain protected.

Contact: contact@argmediagroup.com
Mail: ARGMEDIAGROUP LLC, 111 Town Square Pl, Ste 1238, PMB 659533, Jersey City, New Jersey 07310-1810, United States.

01 | WHO MAY USE OBIANSWERS

Eligibility, younger employees & accounts

2. Business use and age requirements

2.1 Business purpose and purchasing age. The Service is offered for legitimate internal business knowledge and related professional use, not as a general children's, school, or personal-consumer service. A person establishing or purchasing a workspace must be at least 18 and have reached the legal age and capacity to enter the relevant contract where they live. Being an administrator or manager does not by itself establish purchasing authority.

2.2 Younger employee users. Subject to Section 2.3, employees below 18 may use an invited, supervised workspace account only if they are at least 13 and meet any higher applicable minimum age, are lawfully permitted to perform the relevant work, and their access is appropriate for their duties. Users below the local age of legal capacity require a lawful account arrangement, appropriate adult supervision, and any legally required parent or guardian authorization before activation. A business invitation is not a substitute for required parental permission. Customer must not instruct a user to misstate age, identity, or eligibility.

2.3 Prerequisites for minor access. Company must approve minor-user access for the relevant Customer and country, and Customer must enter any required minor-access addendum before inviting those users. Where the Business Agreement restricts children's personal data, a separately accepted written addendum must expressly authorize and define the limited eligible employee-account processing; these Terms do not silently remove that restriction. Required notices, age assurance, lawful grounds, parental authorization, and transfer protections must be in place. If those prerequisites cannot be met, the affected minor must not be onboarded.

2.4 Limits and protection. Accounts for persons under 13 are prohibited, even if a business or parent requests access. Higher mandatory age restrictions apply where relevant. Minor users cannot purchase subscriptions, authorize recurring charges, or personally undertake indemnities or pre-dispute arbitration under these Terms. These Terms do not purport to make a minor's assent or an employer's approval legally sufficient where it is not. Company may pause affected access while verifying eligibility and will handle information collected from an ineligible child under applicable law. Contact us promptly if an ineligible child may have an account.

2.5 Geographic availability. We may offer the Service internationally, subject to lawful availability, supported locations, local age and capacity rules, sanctions, export controls, provider restrictions, and required contractual safeguards. Worldwide availability does not represent regulatory approval in every country. We may decline or restrict onboarding where required safeguards or legal authority are unavailable. No particular data residency location, local-language support, or local certification is promised without an express written commitment.

3. Account administration and workspace visibility

3.1 Security and accurate information. Provide accurate account information, use your own account, protect credentials, and promptly report suspected compromise. Do not share individual logins or access information beyond your assigned permissions. Follow reasonable security requirements and keep contact details current. You are responsible for your authorized conduct, not automatically for every incident involving your account irrespective of cause.

3.2 Customer control. Customer determines workspace membership, roles, document audiences and permitted workflows. Managers and administrators may access workspace documents, questions, answers, feedback, and reviews according to their roles. Do not assume workplace submissions are private from authorized Customer administrators. Customer must provide legally required workplace notices and restrictions; these Terms do not authorize unlawful employee monitoring.

3.3 Changes and requests. Customer may change or revoke your access. An invitation does not guarantee continued membership or employment. Ask an administrator about workspace records and contact Company for account or privacy concerns. Closing your personal account does not necessarily erase Customer-owned business records; lawful retention and privacy-request duties still apply.

02 | USING THE SERVICE

Permitted conduct & AI responsibilities

4. Access and acceptable use

4.1 Limited permission. While eligible and authorized, you may access Service functions made available to your account for Customer's internal operations, subject to these Terms, Customer instructions, the Business Agreement, and applicable limits. Public website material may be viewed for evaluating the Service. You receive permission to use the Service, not ownership, source code, resale rights, or a right to bypass access controls.

4.2 Prohibited activities. Do not: access other organizations' data without permission; evade access controls, safety controls, usage limits or payment requirements; impersonate others; distribute malware; disrupt or overload systems; exploit vulnerabilities; unlawfully scrape or bulk harvest data; misuse personal information; upload unlawful or infringing material; harass, threaten, deceive, discriminate, or conduct unlawful surveillance; or use the Service to facilitate criminal conduct. Do not resell access, share individual credentials, or remove proprietary notices. Reverse engineering protected components is prohibited except to the extent an unwaivable legal right permits it.

4.3 Restricted information and high-risk activity. Do not submit passwords, access secrets, payment-card authentication data, government-classified information, or other restricted data. Protected health information requiring a business associate agreement and other specially regulated data require Company's prior written approval and necessary safeguards. Permission for an eligible minor employee's account is not permission to upload unrelated children's records. The Service must not be used for emergency response, safety-critical operation, or autonomous decisions with legal or similarly significant effects on people.

4.4 Authorized submissions. Only submit material you are permitted to provide on Customer's behalf. Keep documents accurate and current, limit personal data to what is necessary, follow confidentiality duties, and respect third-party rights. Do not intentionally submit another business's secrets or material you have no lawful right to process. Report conflicting or unsafe business guidance to an appropriate manager.

5. AI outputs, citations and human oversight

5.1 AI limitations. Generated answers and other AI outputs may be incorrect, fabricated, incomplete, biased, outdated, or misleading. A citation or source check does not guarantee correctness, completeness, legal compliance, or suitability. Retrieval may omit relevant material, source documents may conflict, and processing may fail. Similar answers may be generated for other users. Demonstrations and sample policies are illustrative and are not Customer's real policies.

5.2 Required review. Review relevant sources and verify consequential outputs before using them. Follow manager-review and escalation instructions, and obtain qualified professional guidance when needed. The Service does not replace medical, legal, financial, tax, safety, employment, or other professional judgment. Customer remains responsible for its policies and business decisions; you must act within your assigned authority. No specific saving, result, accuracy rate, or regulatory outcome is guaranteed.

5.3 Feedback and concerns. Feedback and manager reviews help Customer maintain its knowledge but do not guarantee that Company or a manager will resolve an issue by a particular time. Immediately report urgent safety matters through your organization's emergency channels, not an AI chat or routine support queue. Do not conceal a known error or represent an unverified answer as professional advice.

03 | INFORMATION AND INTELLECTUAL PROPERTY

Content, privacy & mobile applications

6. Content and intellectual property

6.1 Ownership and processing. Customer and relevant rightsholders retain their Customer Content rights. Company and its licensors retain rights in Service software, branding, Documentation and underlying technology. For workspace submissions, the content-processing license and output rights are governed by the Business Agreement; these Terms do not expand those rights or give you ownership of employer information. For material you independently own and voluntarily submit outside a workspace, you grant only the non-exclusive permissions reasonably needed to receive, store, review and respond to it and operate that requested interaction. No license under this section authorizes sale of your content or general-purpose AI training on it.

6.2 Outputs and permitted use. Use workspace outputs only as authorized by Customer and applicable law. Company does not promise copyright will exist in AI-generated material or that it can grant rights held by others. Review third-party rights before external distribution. Nothing transfers Company technology, another customer's information, or rights Customer itself does not possess.

6.3 Feedback and trademarks. You may voluntarily suggest improvements. Company may use suggestions without compensation, excluding protected personal data, Customer Content or confidential information embedded in them. Neither party may use the other's name, logo, or endorsement publicly without permission. Company may display Customer branding internally to operate its workspace. Lawful nominative references and mandatory disclosure rights remain unaffected.

6.4 Infringement and abuse reports. Send good-faith infringement or abuse reports to contact@argmediagroup.com with identification of the material, its location, your contact details, the right or policy at issue, and supporting information. We may investigate, restrict material or accounts, seek clarification, and provide a reasonable review channel. Do not submit knowingly false reports. This general reporting address is not a representation that Company has registered a statutory copyright agent; any designated-agent procedure will be published separately if established.

7. Privacy, providers and third-party services

7.1 Necessary processing. The Service uses providers including Google/Firebase, OpenAI, and Stripe. Necessary questions, source text, documents, account details and payment information may be processed for the functions described in the Privacy Notice and applicable DPA. The Service does not promise zero retention or a specific residency location merely because it is offered internationally. Company's provider choices do not excuse obligations expressly assumed in the Business Agreement or imposed by law.

7.2 Choices and external services. Where a feature requires consent, refusing or withdrawing it may prevent that feature from operating; withdrawal does not waive other privacy rights. External sites, integrations you independently select, and app stores may have separate terms. Review them before providing information. We are not responsible for independent third-party conduct merely because a link is present, but remain responsible for our own obligations and providers to the extent applicable.

8. Mobile apps, demonstrations and updates

8.1 Platform conditions. Mobile functions may differ from web functions and require compatible devices, current software, internet access, and an authorized workspace. You bear your connectivity charges. Platform or store rules may apply to distribution or purchases you actually make there. No app-store purchase or refund process is created by these Terms where Company does not offer it. Company may provide necessary security updates; outdated versions may lose access.

8.2 Demos and previews. Clearly labeled demonstrations, previews, and experimental functions may use sample data, have limited support, change or end, and carry no production service commitment unless expressly agreed. Do not upload confidential or live personal data to a demo unless that specific function is expressly approved for it. Paid production commitments remain governed by the Business Agreement.

04 | COMMERCIAL AND ACCESS PROVISIONS

Billing, restrictions & risk allocation

9. Purchases, suspension and ending access

9.1 Business subscriptions. The accepted Business Agreement and Order govern plan prices, allowances, taxes, billing interval, renewal, cancellation, credits, discounts and refunds. Checkout must disclose the actual purchase before authorization. Individual employee acceptance does not authorize a charge or make an employee liable for Customer fees. No undisclosed automatic question overage charge is authorized by these Terms.

9.2 Payment timing. Under the current standard Business Agreement, initial paid activation requires successful checkout; subsequent invoices are due within three calendar days after issuance unless the Order states otherwise. An existing subscription may be suspended or terminated solely for undisputed non-payment only after a separate three-calendar-day cure period following receipt of the required overdue notice. Those are separate periods. The accepted Business Agreement controls any negotiated variation and notice-receipt rules; these Terms do not shorten either period.

9.3 Restrictions and review. We may restrict affected functions or users as reasonably necessary for credible security threats, unlawful activity, misuse, legal orders, provider restrictions or ineligible access. We will use proportionate restrictions where feasible, provide notice when lawful and practicable, and reasonably review reported mistakes. Payment-related restrictions must follow the Business Agreement. Restrictions do not eliminate non-waivable rights, accrued duties, or Company liability for its own breach.

9.4 Ending access and data. You may stop using the Service and request account closure. Only an authorized Customer representative may cancel its subscription. Workspace data retrieval, retention, deletion, and termination refunds are governed by the Business Agreement, applicable DPA and law; a user cannot order deletion of all employer records merely by closing an account. You must stop unauthorized access and return or protect employer information as lawfully required.

10. Warranties and availability

10.1 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR EXPRESS OBLIGATIONS UNDER THE BUSINESS AGREEMENT OR THESE TERMS, THE SERVICE, PUBLIC MATERIALS, DEMONSTRATIONS AND AI OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." COMPANY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE DO NOT GUARANTEE UNINTERRUPTED ACCESS, ERROR-FREE OUTPUTS, COMPLETE SECURITY OR A PARTICULAR RESULT. THIS DOES NOT REMOVE A WARRANTY, QUALITY STANDARD OR REMEDY THAT LAW DOES NOT PERMIT US TO EXCLUDE.

10.2 Express commitments preserved. Service maintenance, technical limits and outages may affect access. These Terms do not cancel an express service warranty, DPA duty, refund, support commitment or other obligation in Customer's Business Agreement. Users should retain appropriate operational alternatives and authoritative source records.

11. Liability and indemnity

11.1 Business claims. Company-Customer liability limits, exceptions, indemnities and remedies are exclusively governed by their accepted Business Agreement and addenda. These Terms do not substitute a second cap, extend a limitation to an unbound third party, or make an employee personally indemnify Company for Customer's obligations.

11.2 Independent adult individual claims. For claims you bring in your own right as an adult outside the Company-Customer contract, and only to the extent lawful, Company is not liable for indirect, special, incidental, consequential or punitive damages or lost profits, and its total liability under these Terms is limited to the greater of USD $100 or fees you personally paid Company for your own use during the 12 months before the event. This provision does not determine the rights of minors, who receive the protections required by law.

11.3 Exceptions. No exclusion or cap applies to Company fraud, willful misconduct, gross negligence, or liability for death, personal injury, statutory remedies, privacy rights, or other matters to the extent law prohibits limiting them. Express refunds remain payable. These Terms impose no personal indemnity on an invited employee or minor. Any Customer indemnity must arise from its separately accepted Business Agreement. Each party must reasonably mitigate recoverable loss.

05 | RESOLUTION AND LEGAL PROTECTIONS

Disputes, local rights & notices

12. Dispute resolution

12.1 Which process applies. Company-Customer disputes remain governed by their Business Agreement, including its arbitration clause. This section addresses only disputes between Company and an adult individual who has capacity, affirmatively accepted these Terms, and brings a claim in their own right. It does not govern employment disputes between you and your employer, bind a minor to pre-dispute arbitration, or waive another person's rights. Mandatory local jurisdiction and dispute-resolution protections prevail.

12.2 Informal notice. An eligible adult or Company should send a written dispute description and requested relief to the other's designated contact and attempt good-faith resolution for 30 days. For Company, use contact@argmediagroup.com and the mailing address on page 1. This does not prevent urgent interim relief, regulator complaints, or timely filings necessary to preserve a claim; the parties may agree in writing to toll deadlines.

12.3 Arbitration and exceptions. Unless you timely opt out or arbitration is unavailable or prohibited by applicable law, unresolved covered adult individual disputes will be resolved by one neutral arbitrator in AAA-administered arbitration. AAA will apply its Consumer Arbitration Rules and protective fee schedule when the dispute falls within them; otherwise its applicable rules apply. Selection follows those rules. An eligible individual small-claims action, a regulator complaint, and lawful requests for temporary protection of data, confidentiality or intellectual property are permitted. Awards may be confirmed, enforced or challenged on legally allowed grounds in a competent court.

12.4 Place, costs and rights. The proposed seat is Newark, New Jersey, but mandatory local venue rights prevail. Where required by applicable rules or law, you may participate remotely or at a reasonably accessible local location. Cost allocation must follow applicable AAA rules and law; you will not be required to bear prohibited costs. Any lawful fee award remains available. The arbitrator must apply law and give a reasoned award. Courts determine formation and enforceability of this arbitration agreement; there is no automatic right to retry the merits after an award.

12.5 Express waiver and opt-out. FOR ELIGIBLE ADULT DISPUTES SUBJECT TO ARBITRATION, YOU AND COMPANY GIVE UP RESOLUTION BY A JUDGE OR JURY, AND REVIEW OF THE AWARD IS LIMITED. TO THE EXTENT LAWFUL, ARBITRATION IS INDIVIDUAL, NOT CLASS OR REPRESENTATIVE ARBITRATION. You may opt out of this individual arbitration clause within 30 days of first accepting these Terms by emailing contact@argmediagroup.com with your name, account email, acceptance date and an unambiguous opt-out statement. No explanation is required. Opting out does not end access or change Customer's separate Business Agreement. Company will acknowledge the request.

12.6 Severability and protected remedies. No provision waives a remedy or public injunctive relief that cannot lawfully be waived. An unenforceable class restriction for a particular claim or remedy sends that claim or remedy to a competent court, without authorizing class arbitration absent post-dispute agreement. If AAA declines administration because Company fails to comply with required rules or fees, you may pursue available court remedies. If this arbitration clause cannot be enforced, ordinary competent courts resolve the dispute, subject to Section 13. Minors are not assigned an arbitration obligation by silence or their employer's approval.

13. Governing law and local protections

13.1 Applicable law and courts. New Jersey law governs these Terms except to the extent mandatory law applicable to you requires otherwise. The Federal Arbitration Act applies to covered arbitration to the extent legally applicable. For non-arbitrable claims, the parties submit to competent New Jersey state courts in Essex County or the U.S. District Court for the District of New Jersey, unless mandatory law allows or requires a different forum. These clauses do not deprive you of applicable local consumer, privacy, employment, minor-capacity or other non-waivable rights. Offering business services does not conclusively determine an individual's legal status.

06 | ADMINISTRATION AND IMPLEMENTATION

Changes, contact & acceptance guidance

14. Notices, changes and general provisions

14.1 Notices. Routine service notices may be delivered in the application or to your account email. Contractual breach, collection, termination and Company-Customer notices follow the Business Agreement. Individual notices requiring proof or a legally prescribed delivery method will follow applicable law; an email bounce or passive website posting is not proof of receipt. Keep your contact information current. Service of court process follows applicable procedural law.

14.2 Changes to these Terms. We will identify the version and proposed effective date of material changes and give at least 30 days' advance notice where practicable, or a longer legally required period. We will request affirmative reacceptance for material contractual changes rather than treat silent browsing as consent. A shorter period may be used for urgent legal or security requirements only to the extent law allows; it does not create retroactive assent or change accrued rights. New arbitration terms will not be applied retroactively to an existing dispute without the parties' express agreement. If you decline new terms, applicable access and paid-term consequences must be resolved consistently with the Business Agreement and law.

14.3 Other provisions. These Terms create no employment, agency, partnership or fiduciary relationship. You may not transfer your individual account without authorization. Company may transfer its contractual position in a merger, reorganization or sale of the relevant business if the successor assumes its obligations and law permits; any required notice or consent will be provided. If a provision is invalid, the rest remains effective to the extent lawful. Failure to enforce a term is not a permanent waiver. No provision limits protected reporting, whistleblowing, regulator communications, lawful worker activity, or rights that cannot be waived.

14.4 Entire individual agreement. These Terms and separately and validly accepted addenda govern their individual-access subject matter. They do not incorporate an unpublished policy, convert the Privacy Notice into blanket consent, or override the Business Agreement. Employees are not third-party guarantors of Customer obligations. Acceptance and applicable amendments may be evidenced by reliable electronic records. We will make an accepted copy reasonably available to retain.

14.5 Contact. For support, legal notices, account concerns, access restrictions or arbitration opt-out requests, email contact@argmediagroup.com. Postal correspondence: ARGMEDIAGROUP LLC, 111 Town Square Pl, Ste 1238, PMB 659533, Jersey City, New Jersey 07310-1810, United States. Include sufficient information to identify your account and concern, but do not email passwords or unnecessary sensitive data.