Terms of Service

Effective Date: October 15, 2026

These Terms of Service ("Terms") govern access to and use of the software platform and related services provided by NavLogic AI Inc. ("NavLogic," "we," "us," or "our").

By affirmatively accepting these Terms, you agree to be bound by them. If you accept these Terms on behalf of a company or organization ("Customer"), you represent that you have authority to bind that organization.

1. Description of Services

NavLogic provides AI-powered software for freight forwarding, logistics operations, shipment management, document processing, communication analysis, and business workflow automation (collectively, the "Services").

The Services may include AI-generated recommendations, automated communications, operational record updates, and optional managed shipment services.

NavLogic may introduce, modify, enhance, or discontinue features as its products evolve, subject to applicable contractual commitments and legal requirements.

2. Eligibility and Accounts

The Services are intended for business and professional use by individuals aged 18 or older.

Customers are responsible for:

- Maintaining accurate account information.
- Managing authorized users and access permissions.
- Protecting account credentials against unauthorized use.
- Ensuring users comply with these Terms.
- Promptly reporting suspected unauthorized account access.

NavLogic is responsible for implementing reasonable security measures to protect its platform and Customer Data.

3. Acceptable Use

Customers agree not to:

- Use the Services for unlawful, fraudulent, or unauthorized purposes.
- Access information, accounts, or systems without appropriate authorization.
- Upload or distribute malicious software.
- Interfere with the security, functionality, or availability of the Services.
- Circumvent access restrictions or security controls.
- Infringe the intellectual property or privacy rights of others.
- Resell or redistribute the Services without written authorization.

Customers must comply with applicable laws and third-party obligations when using the Services.

4. Customer Data and Ownership

Customers retain all ownership rights in information, documents, communications, and other records they provide through the Services ("Customer Data").

Customers grant NavLogic a limited, non-exclusive license to access, process, store, transmit, and otherwise use Customer Data as necessary to provide the Services, perform customer-authorized operations, and fulfill contractual obligations.

NavLogic does not acquire ownership of Customer Data.

NavLogic does not use Customer Data to train AI models.

NavLogic does not use customer shipment information, documents, emails, extracted business contacts, personal data, or a Customer's confidential information for its own marketing purposes. This restriction does not limit the uses expressly permitted under Section 13.

Customers are responsible for ensuring they have the necessary rights and authorizations to provide Customer Data for processing.

5. Artificial Intelligence and Automation

NavLogic uses artificial intelligence technologies to analyze information, process documents, generate recommendations, and support logistics workflows.

Automated operational actions are disabled by default and must be explicitly enabled by the Customer.

Depending on customer configuration, workflows may operate automatically or require human approval.

When customers enable automation, they authorize NavLogic to carry out the configured activities within the scope of their permissions and selected settings.

Customers are responsible for managing automation settings, reviewing outputs where appropriate, and maintaining reasonable oversight of their operations.

AI-generated outputs and automated actions may contain errors or inaccuracies. NavLogic does not guarantee the accuracy or completeness of such outputs.

Any liability arising from AI-assisted or automated operations remains subject to applicable laws and written customer agreements.

6. Ownership of AI-Generated Outputs

As between NavLogic and the Customer, the Customer retains rights in outputs generated through the Services using Customer Data, including shipment summaries, extracted information, generated communications, and business records, to the extent permitted by applicable law.

NavLogic retains ownership of its underlying software, AI systems, technology, algorithms, infrastructure, and proprietary tools.

AI-generated outputs may not be unique, and NavLogic does not guarantee that every output qualifies for intellectual property protection.

7. Managed Services and Customer Authorization

NavLogic may provide optional managed services to assist customers with shipment management and related operational activities.

Such services require customer authorization.

Customers who opt into managed services authorize designated NavLogic personnel to access relevant operational records, shipment documents, and communications as reasonably necessary to perform the requested services.

Access for technical support or troubleshooting outside an existing managed-services authorization requires customer permission.

Any additional responsibilities or service commitments will be governed by applicable written agreements.

8. Third-Party Services and Integrations

The Services may integrate with external email platforms, shipping carriers, logistics providers, and other third-party systems.

Customers authorize NavLogic to exchange information with relevant third parties as necessary to perform their selected and authorized workflows.

NavLogic is not responsible for outages, inaccuracies, delays, or changes originating from independent third-party services, except where otherwise required by law or expressly agreed in writing.

NavLogic remains responsible for its own obligations under applicable customer agreements.

9. Fees, Billing, and Subscriptions

NavLogic may provide its Services through free access, subscription plans, usage-based pricing, or individually negotiated agreements.

Applicable fees, billing periods, payment schedules, and other commercial terms will be communicated and agreed upon before charges are incurred.

Subscription renewal, cancellation, payment, and refund conditions will be governed by the applicable subscription agreement, order form, or other written agreement.

NavLogic may introduce or modify pricing for future service periods, subject to applicable agreements and notice requirements.

10. Intellectual Property

NavLogic retains all rights, title, and interest in its software, source code, AI systems, algorithms, interfaces, documentation, trademarks, and other proprietary technology.

Subject to these Terms and applicable customer agreements, Customers receive a limited, non-exclusive, non-transferable right to access and use the Services for their internal business operations.

Without prior written authorization, Customers may not:

- Copy, reproduce, modify, or distribute NavLogic's software or proprietary technology.
- Reverse-engineer, decompile, or attempt to extract source code, except where expressly permitted by applicable law.
- Resell, sublicense, or commercially redistribute the Services.
- Circumvent technical restrictions, security controls, or access limitations.

These restrictions do not affect Customer Data ownership or applicable rights in customer-specific outputs.

11. Confidentiality

Each party agrees to protect the other party's nonpublic business, technical, financial, and operational information from unauthorized use or disclosure.

Confidential information may be used only as necessary to perform obligations or exercise rights under these Terms and applicable customer agreements.

Each party shall exercise reasonable care to safeguard confidential information and restrict access to authorized persons subject to appropriate confidentiality obligations.

These obligations do not apply to information that is publicly available without breach, independently developed, lawfully obtained without restriction, or required to be disclosed by law.

Any separately executed Non-Disclosure Agreement between the parties remains in effect and governs in the event of a conflict concerning confidentiality.

12. Customer Feedback

Customers may voluntarily provide suggestions, ideas, recommendations, or feedback regarding the Services.

NavLogic may use, develop, incorporate, and commercialize such feedback to improve its products and services without an obligation to compensate the Customer.

This provision does not transfer ownership of Customer Data or permit disclosure of confidential information.

13. Customer References and Trademarks

NavLogic may identify Customer as a customer and, without further consent or approval, use Customer's name, trademarks, logos, and non-confidential information about Customer's use of the Services for NavLogic's marketing and promotional purposes, including on websites, customer lists, presentations, sales materials, press releases, case studies, testimonials, social media, and other promotional communications.

NavLogic may quote statements about NavLogic or the Services that Customer or its authorized representatives provide to NavLogic or make publicly, provided that NavLogic does not materially alter their meaning.

NavLogic will comply with any written trademark guidelines Customer provides, will not disclose Customer's confidential information or personal data, will use reasonable efforts to ensure its public statements are accurate and not materially misleading, and will not state or imply an endorsement beyond Customer's use of the Services. Customer represents that it has obtained all rights and consents necessary for materials it supplies to NavLogic for such use.

Customer may withdraw this permission prospectively by written notice. The withdrawal will take effect thirty (30) days after receipt, except that NavLogic may complete then-current campaigns and exhaust existing printed inventory. NavLogic will remove affected content from digital marketing channels under its control within a commercially reasonable period, not to exceed ninety (90) days after the withdrawal becomes effective, but need not remove historical or archival materials or third-party reposts outside its control.

14. Service Availability

NavLogic makes commercially reasonable efforts to maintain the availability, reliability, and performance of the Services.

The Services may experience interruptions caused by maintenance, technical issues, infrastructure failures, or circumstances beyond NavLogic's reasonable control.

Unless otherwise agreed in writing, NavLogic does not guarantee uninterrupted availability or a specific uptime percentage.

15. Professional Services Disclaimer

NavLogic provides software tools and AI-powered automation solutions for freight forwarding, logistics operations, and related business workflows.

Unless expressly agreed otherwise in writing, NavLogic does not act as a licensed customs broker, freight forwarder, legal advisor, tax advisor, or financial advisor.

Information and recommendations generated through the Services do not constitute professional legal, customs, tax, or financial advice.

Customers remain responsible for their own legal and regulatory obligations, including customs declarations, shipping documentation, financial records, and regulatory filings.

Nothing in this section overrides NavLogic's express contractual obligations or excludes liability that cannot legally be excluded.

16. Warranties and Disclaimers

Except as expressly provided in a separate written agreement, NavLogic provides the Services on an "as is" and "as available" basis.

To the maximum extent permitted by applicable law, NavLogic disclaims implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

NavLogic does not guarantee that the Services will be uninterrupted, error-free, or free from all security vulnerabilities.

Nothing in this section limits warranties or obligations that cannot lawfully be excluded.

17. Liability

The allocation and limitation of liability between NavLogic and the Customer will be governed by any applicable written agreement between the parties.

Nothing in these Terms excludes or limits liability where such exclusion or limitation is prohibited by applicable law.

18. Customer Indemnification

To the extent permitted by applicable law, the Customer agrees to indemnify, defend, and hold harmless NavLogic AI Inc., its officers, employees, and representatives against third-party claims, damages, liabilities, and reasonable legal expenses arising from:

- The Customer's unlawful or fraudulent use of the Services.
- Unauthorized use or disclosure of third-party information by the Customer.
- The Customer's material violation of applicable laws or third-party rights in connection with its use of the Services.

This obligation does not apply to the extent a claim results from NavLogic's own negligence, misconduct, or breach of contractual obligations.

Separately negotiated indemnification provisions in a written customer agreement will take precedence.

19. Suspension and Termination

NavLogic may suspend or terminate access to the Services if a Customer materially violates these Terms, engages in unlawful activities, or creates a significant security risk.

Where reasonably practicable, NavLogic will provide notice and an opportunity to remedy the violation.

Immediate suspension may occur when necessary to address serious security threats, unlawful conduct, or significant risks to the Services or other users.

Additional termination rights and obligations will be governed by applicable customer agreements.

20. Subscription Cancellation

Customers may cancel subscriptions in accordance with their applicable subscription agreement, order form, or other written agreement.

Any notice periods, outstanding payment obligations, and refund conditions will be governed by those agreements.

21. Customer Data Export and Deletion

Customers may request an export of their shipment records, documents, and other Customer Data before account termination.

NavLogic will make commercially reasonable efforts to provide requested data in a commonly used electronic format, subject to technical feasibility, applicable laws, and contractual obligations.

Customers may also request deletion of their data. Such requests will be handled in accordance with the Privacy Policy, applicable laws, and contractual requirements.

Requests may be submitted to support@navlogic.ai or privacy@navlogic.ai.

22. Changes to the Services and Terms

NavLogic may update, modify, enhance, or discontinue features or functionality from time to time.

Where changes materially affect the Services, NavLogic will provide reasonable notice when practicable.

NavLogic may also update these Terms to reflect changes in business practices, Services, or legal requirements.

Updated Terms will be published with a revised effective date. Material changes will be communicated as required by applicable laws or agreements.

Changes will not override existing contractual rights or apply retroactively where prohibited by law.

23. Governing Law and Disputes

These Terms are governed by the laws of the State of California, without regard to its conflict-of-law principles.

Subject to applicable law and any separate written agreement between the parties, disputes arising from these Terms shall be resolved in the state or federal courts located in Los Angeles County, California.

24. Relationship to Other Agreements

These Terms supplement any applicable written agreement between NavLogic and the Customer.

Where a separately executed agreement expressly addresses a matter differently from these Terms, that agreement will govern to the extent of the conflict.

Any separately executed Non-Disclosure Agreement remains in effect according to its terms.

25. Legal Notices and Contact Information

Notices and inquiries concerning these Terms may be directed to:

NavLogic AI Inc.

17890 Castleton St, Suite 220

City of Industry, CA 91748

United States

Email: support@navlogic.ai

Privacy-related inquiries may be directed to privacy@navlogic.ai.

Formal legal notices must comply with any additional notice requirements in applicable customer agreements or required by law.