

Terms & Conditions

CaseSavant — Terms and Conditions

Effective Date: pending final legal review

Last Updated: July 8, 2026

1. Introduction and Acceptance

These Terms and Conditions ("Terms") constitute a binding legal agreement between Noya Ventures Inc., a Nevada corporation with its principal place of business at 8215 S Eastern Ave Ste 107, Las Vegas, NV 89123 ("Noya Ventures," "we," "us," or "our"), and the law firm entity ("Law Firm," "Customer," or "you") that subscribes to and uses CaseSavant (the "Service").

By subscribing to the Service, creating an account, accessing the Service, or authorizing your Staff Members to do so, you accept and agree to be bound by these Terms. If you do not agree, you may not use the Service.

2. Definitions

- **Service or CaseSavant:** the software-as-a-service platform provided by Noya Ventures, including web applications, mobile applications, APIs, integrations, and associated services.
- **Law Firm or Customer:** the legal entity that subscribes to the Service.
- **Staff Members:** individual users authorized by the Customer to access the Service on the Customer's behalf.
- **Contacts:** third parties (including clients of the Customer, doctors, witnesses, opposing counsel, and other parties) whose information the Customer stores or processes within the Service.
- **Customer Data:** all information, files, communications, and content submitted to or generated within the Service by the Customer or its Staff Members.
- **Documentation:** any user guides, technical documentation, or written materials made available by Noya Ventures for use with the Service.

3. The Service

3.1 Description

CaseSavant is a customer relationship management platform designed for law firms. Its features include, without limitation, lead and matter management, contact management, billing, document management (including intake forms, court forms, agreements and consents, document templates, and medical records retrieval), calendar and task

management, communications (email, SMS, voice, video, fax), AI-powered features (call summaries, session transcripts, AI assistant), and administrative settings.

3.2 Access and Provisioning

Upon subscribing, the Customer is granted a non-exclusive, non-transferable, revocable right to access and use the Service for the duration of the paid subscription and in accordance with these Terms.

3.3 Modifications to the Service

Noya Ventures may modify, enhance, or discontinue features of the Service at any time. Material changes that adversely affect core functionality will be communicated to Customers with reasonable advance notice.

4. Accounts, Credentials, and Authorized Users

4.1 Account Creation

The Customer must provide accurate and complete information when creating an account. The Customer is responsible for maintaining the accuracy of that information.

4.2 Staff Members

The Customer may grant access to Staff Members. The Customer is responsible for:

- All actions taken by its Staff Members within the Service
- Ensuring Staff Members comply with these Terms
- Managing user privileges and access levels
- Promptly deactivating access for departing personnel

4.3 Credential Security

The Customer is responsible for maintaining the confidentiality of account credentials. The Customer must promptly notify Noya Ventures of any unauthorized access or security breach affecting the Customer's account.

5. Customer Data and Confidentiality

5.1 Ownership

The Customer retains all right, title, and interest in and to Customer Data. The Customer grants Noya Ventures a limited, non-exclusive license to host, process, transmit, display, and store Customer Data solely to provide the Service and as permitted by these Terms and the Privacy Policy.

5.2 Attorney-Client Privilege and Work Product

The Customer acknowledges that Customer Data may include information subject to the attorney-client privilege, the work product doctrine, or other legal protections. Noya Ventures:

- Treats all Customer Data with the confidentiality and security appropriate to legal professional information
- Applies role-based access controls consistent with the visibility rules established within the Service (including Lead and Matter membership, privileges, and permissions)
- Does not access Customer Data except as necessary to provide, maintain, or improve the Service; to comply with legal obligations; or with the Customer's explicit authorization
- Employees and contractors with access to Customer Data are bound by confidentiality obligations

Nothing in these Terms shall be construed as a waiver of any privilege or protection applicable to Customer Data.

5.3 Customer's Responsibilities Regarding Data

The Customer is solely responsible for:

- Ensuring that its collection, storage, and use of information about its clients and other Contacts complies with applicable law (including but not limited to attorney-client privilege obligations, state bar rules, privacy laws, and, where applicable, HIPAA)
- Obtaining any necessary consents from Contacts before entering their information into the Service or using features that involve Contact participation (such as the Contact Portal, signature workflows, or intake forms)
- The accuracy, legality, and appropriateness of Customer Data

5.4 Data Processing Agreement

[PLACEHOLDER — DPA]: A separate Data Processing Agreement between the Customer and Noya Ventures may govern the processing of personal data covered by applicable data protection laws. Where a DPA is executed, it is incorporated into these Terms by reference and controls in the event of any conflict regarding data processing matters.

5.5 Protected Health Information (PHI) and HIPAA

The Customer acknowledges that the Medical Records module and certain other features of the Service may facilitate workflows involving Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act ("HIPAA"). The Medical Records module is not offered to Customers for the processing of PHI absent a fully executed Business Associate Agreement ("BAA") between the Customer and Noya Ventures. The Customer shall not use the Service to process PHI unless and until a BAA is in effect. Where a BAA is executed, it governs the parties' respective obligations regarding PHI and is incorporated into these Terms by reference. Absent such agreement, the Customer remains solely responsible for HIPAA compliance regarding any information it processes through the Service.

6. Acceptable Use

The Customer and its Staff Members shall not:

- Use the Service for any unlawful purpose or in violation of any applicable law
- Attempt to gain unauthorized access to any portion of the Service, other users' accounts, or underlying systems
- Reverse engineer, decompile, or attempt to derive the source code of the Service
- Introduce viruses, malware, or malicious code into the Service
- Use the Service to send unsolicited commercial communications (spam)
- Impersonate any person or misrepresent affiliation with any person or organization
- Interfere with or disrupt the Service or servers
- Use the Service to violate the rights of any third party (including intellectual property rights, privacy rights, or contractual rights)
- Use automated means (scrapers, bots, crawlers) to access the Service, except through the Service's supported APIs

Noya Ventures reserves the right to suspend or terminate access to the Service in the event of a violation of these Acceptable Use provisions.

7. Intellectual Property

7.1 Noya Ventures IP

Noya Ventures owns all right, title, and interest in and to the Service, including all software, designs, logos, trademarks, documentation, and content provided by Noya Ventures. These Terms do not transfer any ownership of Noya Ventures's intellectual property.

7.2 Feedback

If the Customer or its Staff Members provide feedback, suggestions, or ideas about the Service, Noya Ventures may use them without any obligation or compensation.

7.3 Third-Party Software and Services

The Service integrates with third-party services (including Google Workspace, Microsoft 365, and Elavon). Use of those third-party services is subject to the respective third parties' terms and privacy policies.

8. Fees, Payment, and Billing

8.1 Subscription Plans

The Service is offered on a paid subscription basis. Available billing cycles are:

- **Monthly**
- **Quarterly**
- **Annual**

Fees are payable in advance for the applicable subscription period. Specific pricing is set forth in the Customer's order form or as posted on the Service's pricing page.

8.2 Payment Processing

Payments are processed by Elavon, Inc., our third-party payment processor. By providing payment information, the Customer authorizes Noya Ventures and Elavon to charge the applicable fees to the payment method provided.

8.3 Automatic Renewal

Subscriptions renew automatically at the end of each billing cycle unless the Customer cancels prior to the renewal date. Cancellation must be made in accordance with Section 12.

8.4 Late Payments

Failure to pay fees when due may result in suspension of the Service. Suspended accounts may be reactivated upon payment of outstanding balances.

8.5 No Refunds

All fees are non-refundable. Cancellation of a subscription does not entitle the Customer to a refund for any prepaid amounts. Cancellation takes effect at the end of the current paid billing cycle.

8.6 Taxes

Fees are exclusive of any taxes, duties, or governmental charges applicable to the transaction, which are the responsibility of the Customer.

8.7 Fee Changes

Noya Ventures may modify fees for future billing cycles with at least thirty (30) days' advance notice. Fee changes will not affect the current, prepaid billing cycle.

9. Service Availability and Support

9.1 Availability

Noya Ventures will use commercially reasonable efforts to make the Service available on a substantially continuous basis. However, the Service may be unavailable from time to time due to scheduled maintenance, unscheduled maintenance, emergency repairs, third-party service disruptions, or force majeure events. Noya Ventures does not warrant that the Service will be uninterrupted or error-free.

9.2 Support

Support is provided during Noya Ventures's regular business hours through the support channels identified in the Service. Response times are provided on a commercially reasonable basis.

9.3 No Formal SLA

[PLACEHOLDER — SLA COMMITMENT]: No formal uptime or response-time service level agreement is included with these Terms. If an SLA is agreed to separately with the Customer, it will be documented in a separate written agreement.

10. Third-Party Integrations

The Customer's use of third-party integrations (Google Workspace, Microsoft 365, Elavon) is at the Customer's option. When a Staff Member connects a third-party account, they authorize Noya Ventures to access the third-party service on their behalf, subject to the scopes granted during OAuth authorization. The user may revoke this access at any time through their third-party account settings. Noya Ventures is not responsible for changes to or discontinuation of third-party services.

11. Confidentiality

Each party shall maintain the confidentiality of the other party's Confidential Information and shall use it only for purposes of the Service. "Confidential Information" includes any non-public business, technical, or financial information disclosed by one party to the other. Customer Data is deemed the Confidential Information of the Customer.

12. Term and Termination

12.1 Term

These Terms commence on the effective date of the Customer's subscription and continue for the duration of the subscription period, renewing automatically as described in Section 8.3.

12.2 Termination by Customer

The Customer may cancel its subscription at any time through the account settings or by written notice to Noya Ventures. Cancellation takes effect at the end of the current paid billing cycle.

12.3 Termination by Noya Ventures

Noya Ventures may terminate or suspend the Customer's account and access to the Service:

- For material breach of these Terms, if not cured within thirty (30) days after written notice
- Immediately for non-payment of fees
- Immediately for violation of the Acceptable Use provisions (Section 6)
- Immediately if Noya Ventures determines that continued provision of the Service to the Customer creates a legal risk to Noya Ventures or its other Customers

12.4 Effect of Termination

Upon termination:

- The Customer's access to the Service ceases
- The Customer has **thirty (30) days** from the termination date to export its Customer Data through the export tools provided in the Service
- After the 30-day period, Noya Ventures may permanently delete Customer Data from its production systems, subject to backup retention and legal obligations
- Sections that by their nature survive termination (including intellectual property, confidentiality, indemnification, limitations of liability, and dispute resolution) shall survive

13. Warranties and Disclaimers

13.1 Limited Warranty

Noya Ventures warrants that it will provide the Service with reasonable skill and care and in a manner substantially consistent with the Documentation.

13.2 DISCLAIMER OF ALL OTHER WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." NOYA VENTURES DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NOYA VENTURES DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR THAT DEFECTS WILL BE CORRECTED.

13.3 AI-Generated Content Disclaimer

The Service uses artificial intelligence to generate summaries, transcripts, and other outputs. AI-generated content may contain errors, omissions, or inaccuracies. **The Customer is solely responsible for reviewing and verifying AI-generated content before relying on it for any legal, business, or professional purpose.** Noya Ventures does not provide legal advice and AI-generated content shall not be construed as such.

14. Limitation of Liability

14.1 Exclusion of Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NOYA VENTURES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THE SERVICE OR THESE TERMS, EVEN IF NOYA VENTURES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOYA VENTURES'S TOTAL AGGREGATE LIABILITY UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID BY THE CUSTOMER TO NOYA VENTURES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

14.3 Exceptions

Nothing in this Section 14 limits liability for: (a) either party's obligations of confidentiality; (b) either party's indemnification obligations; (c) breach of intellectual property rights; or (d) any liability that cannot be limited under applicable law.

15. Indemnification

15.1 By the Customer

The Customer shall defend, indemnify, and hold harmless Noya Ventures from and against any third-party claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to:

- The Customer's or its Staff Members' violation of these Terms
- The Customer's Customer Data or its collection, use, or handling of information about its Contacts
- The Customer's breach of applicable law
- Any dispute between the Customer and its Contacts

15.2 By Noya Ventures

Noya Ventures shall defend, indemnify, and hold harmless the Customer from and against any third-party claims that the Service, as provided by Noya Ventures and used in accordance with these Terms, infringes a valid U.S. patent, copyright, or trademark. This obligation does not apply to claims arising from: (a) modifications to the Service not made by Noya Ventures; (b) combination of the Service with materials not provided by Noya Ventures; or (c) use of the Service in violation of these Terms.

16. Governing Law and Dispute Resolution

16.1 Governing Law

These Terms are governed by the laws of the State of Nevada, United States, without regard to conflict of laws principles.

16.2 Binding Arbitration

Any dispute, claim, or controversy arising out of or relating to these Terms or the Service shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. The arbitration shall be conducted in Clark County, Nevada. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

16.3 Class Action Waiver

CUSTOMER AND NOYA VENTURES AGREE THAT ANY DISPUTE RESOLUTION PROCEEDING SHALL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. If any court or arbitrator finds this class action waiver unenforceable in a particular case, then the entirety of Section 16.2 shall be null and void with respect to that case only, and the case shall proceed in court.

16.4 Exceptions to Arbitration

Notwithstanding the above, either party may seek injunctive or equitable relief in a court of competent jurisdiction to protect its intellectual property rights or Confidential Information.

17. Miscellaneous

17.1 Entire Agreement

These Terms, together with the Privacy Policy and any executed Data Processing Agreement or Business Associate Agreement, constitute the entire agreement between the parties regarding the Service and supersede all prior agreements.

17.2 Amendments

Noya Ventures may modify these Terms at any time. Material changes will be communicated to the Customer with reasonable advance notice. Continued use of the Service after the effective date of the modifications constitutes acceptance.

17.3 No Waiver

Failure by either party to enforce any provision of these Terms is not a waiver of that provision or any other provision.

17.4 Severability

If any provision of these Terms is found unenforceable, the remaining provisions shall continue in full force and effect.

17.5 Assignment

The Customer may not assign these Terms without Noya Ventures's prior written consent. Noya Ventures may assign these Terms in connection with a merger, acquisition, or sale of assets.

17.6 Force Majeure

Neither party shall be liable for delays or failures in performance due to causes beyond its reasonable control (including natural disasters, war, terrorism, labor disputes, third-party service outages, or governmental action).

17.7 Independent Contractors

The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship.

17.8 Notices

Notices under these Terms shall be in writing and sent to the addresses provided in the account settings (for the Customer) or to the address in Section 18 (for Noya Ventures).

18. Contact

Noya Ventures Inc.

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Las Vegas, NV 89123, United States

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