

Terms of Service

Anweshna AI Due Diligence Platform

Version 1.1 — Effective 28 September 2026

Downloaded from <https://anweshna.com/terms.html> · the web page is the authoritative version.

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1. Definitions

- **"Platform"** or **"Service"** means the Anweshna AI due diligence platform, including its REST API, web portal, admin console, reports, documentation, and the Model Context Protocol (MCP) endpoint through which an AI agent may invoke the Service on your behalf.
- **"Provider"**, **"we"**, **"us"** means **Anweshna AI Due Diligence**, a company incorporated under the laws of **India** with registered office at **E46 Mahadevpur 4, Namsai-792105, Arunachal Pradesh, India**.
- **"Client"**, **"you"** means the entity or professional user that registers for or uses the Platform.
- **"Authorised User"** means an individual authorised by the Client to use the Platform under the Client's account, including team members issued sub-keys.
- **"Documents"** means files uploaded to the Platform (PDF, DOCX, TXT, CSV or other supported formats).
- **"Output"** means AI-generated risk scores, findings, next-step recommendations, reports, cross-document comparisons, and related analysis produced by the Platform.
- **"Engagement Data"** means Documents, extracted text, Output, and associated metadata processed under the Client's account.
- **"Deal Room"** means a workspace within the Platform for organising Documents and Authorised Users for a specific matter.
- **"Order"** means a subscription plan purchase, per-deal purchase, top-up purchase, or other order for the Service, whether made through the Platform's checkout or a written order form.
- **"Personal Data"**, **"Controller"/"Data Fiduciary"**, **"Processor"** have the meanings given in the applicable data protection law (including the EU/UK GDPR, the Indian Digital Personal Data Protection Act 2023, and the California Consumer Privacy Act as amended).
- **"MNPI"** means material non-public information under applicable securities laws.
- **"AUP"** means the Acceptable Use Policy at anweshna.com/aup.html; **"DPA"** means the Data Processing Agreement at anweshna.com/dpa.html; **"Privacy Policy"** means the policy at anweshna.com/privacy.html — each incorporated into these Terms by reference.

2. Acceptance & Eligibility

2.1 By clicking to accept, creating an account, submitting an API key, uploading a Document, or otherwise using the Service, you agree to these Terms. Acceptance events are recorded (event type, timestamp, IP address, user agent, terms version) as evidence of agreement.

2.2 The Service is offered **solely for business and professional use**. You represent that you are using the Service in the course of a trade, business, or profession, and not as a consumer. If you accept on behalf of an entity, you represent that you have authority to bind that entity.

2.3 You must be at least 18 years old (or the age of majority in your jurisdiction).

2.4 If you and the Provider have executed a separate written master agreement covering the Service, that agreement prevails over these Terms to the extent of any conflict.

3. Service Description

3.1 The Platform provides AI-assisted document analysis **supporting** due diligence in mergers, acquisitions, and other corporate transactions. It accepts Document uploads via authenticated API or web portal, extracts text, and scores content across risk categories (currently fifteen, including Financial; Legal; HR/Labour; Anti-Bribery, Sanctions & AML; Regulatory/Merger Control; Cybersecurity; Operational; Tax; Supply Chain & Geopolitical; Related Party; ESG & Environmental; Reputational; IP & Licensing; AI & Tech Governance; and Data Privacy). **Analysis constitutes one component of a comprehensive due diligence process and is not a substitute for independent legal, financial, accounting, or regulatory expert review.** The set of categories, scoring engines, and report formats may evolve over time; material reductions in core functionality during a paid term will be treated under Section 20.

3.2 Analysis may be performed by different engines depending on document size, density, and your plan (for example a single-pass engine or a chunked deep-scan engine). Documents exceeding engine limits may be automatically routed to a different engine or truncated as described in the product documentation at the time of analysis.

3.3 The Platform is a decision-support tool. Its Output is generated by artificial intelligence and heuristic methods, is not legal, financial, investment, tax, accounting, or regulatory advice, and creates no professional-client relationship. Qualified professionals should independently verify Output before it is relied on for any decision (see Section 11).

4. Accounts, API Keys & Team Members

4.1 Access requires an API key issued by the Provider. Keys are credentials, not property; they may be revoked, rotated, or reissued for security reasons at any time.

4.2 You are responsible for (a) keeping all keys confidential; (b) all activity under your account and your Authorised Users' sub-keys, whether or not authorised by you; and (c) promptly notifying us of suspected compromise.

4.3 You may issue sub-keys to Authorised Users within your plan's seat limits, assign roles (owner, analyst, viewer, clean team) and, within a clean room, room roles (lead, counsel, clean team, deal team), and must ensure each Authorised User complies with these Terms and the AUP. Their acts and omissions are attributed to you.

4.4 API keys must not be embedded in URLs, committed to version control, exposed in client-side code, or transmitted over unencrypted channels.

4.5 Agent access (MCP). On paid plans you may connect an AI agent or assistant to the Service through our MCP endpoint using your API key. If you do:

- **The agent acts as you.** It authenticates with your credentials and is subject to the same plan limits, role restrictions, deal-room, clean-room and clean-team controls, and billing as any other caller. Its acts and omissions are attributed to you, exactly as an Authorised User's are under Section 4.3 — including analyses it initiates, which consume your allowance.
- **Your agent host is your choice, not our sub-processor.** Where you run the agent inside a third-party assistant or platform, Output returned to that agent — including findings, scores, and quoted document text — passes into that provider's environment and is thereafter governed by your arrangements with them, not by these Terms or the DPA. Annex III of the DPA lists our sub-processors; an agent host you choose is not among them. Satisfy yourself that it is an appropriate recipient before connecting it.
- **Document content can influence an agent.** Text inside an uploaded Document may contain instructions aimed at an AI system reading it. Because findings are returned into your agent's context, a Document supplied by a counterparty can attempt to steer what your agent does next. You are responsible for your agent's configuration, permissions, and oversight, and Section 11.2 (human review) applies to agent-initiated Output in full.
- Automated and agent use remains subject to the [AUP](#), including its limits on request amplification and re-analysis loops.

5. Plans, Deal Rooms & Usage Limits

5.1 Features, seat counts, deal-room counts, analysis engines, export formats, and usage allowances depend on the plan or purchase identified in your Order and the plan descriptions published on the Platform at the time of purchase.

5.2 Per-deal purchases. A per-deal purchase unlocks the stated number of deal rooms for a single transaction each. Per-deal deal rooms expire **30 days** after creation: after expiry, new uploads and analyses are blocked, while existing reports

remain readable and exportable. Purchasing quantity N provisions N separate deal rooms with correspondingly scaled allowances.

5.3 Fair use. Usage is subject to rate limits and anti-abuse controls. We may throttle or queue requests that materially exceed normal professional usage patterns or degrade service for other clients. Published usage allowances that are described as "soft" are counted but not blocked; we reserve the right to convert persistent extreme overage into a hard limit or a price discussion on 30 days' notice.

5.4 Upload size and file-type limits are as published in the product documentation and may change with notice through the Platform.

5.5 Clean Rooms add-on. Clean Rooms is an optional add-on. Where your plan does not include it, it is added to your plan's subscription as its own line item, billed on the same schedule as your plan, and can be removed separately; a removal takes effect at the end of the period already paid for. A clean room holds its Documents and Output apart from your other deal rooms, and Output leaves a clean room for people outside it only when a room lead or counsel approves the release. If the add-on ends — because you cancel it, a payment fails, or you move to a plan that does not offer it — you can still read, export, close and destroy existing clean rooms, but you cannot add, screen or release anything in them. Destroying a clean room permanently deletes its Documents and Output; its audit log is retained.

6. Acceptable Use

6.1 Your use of the Service is subject to the [Acceptable Use Policy](#), which is part of these Terms. In summary, and without limiting the AUP, you must not:

- upload content you have no right to process, or content that is unlawful, malicious, or infringing;
- attempt to access another client's data or probe, scan, or test the Platform's security without our prior written authorisation;
- reverse-engineer the Platform or use it (or its Output) to build or train a competing product;
- use the Service in violation of securities laws, including trading on or tipping MNPI;
- rely on Output as the sole basis for any investment decision, regulatory filing, or legal action;
- resell or provide the Service to third parties as a service bureau without a written agreement with us.

6.2 We may suspend access immediately where we reasonably believe continued use presents a security, legal, or abuse risk (see Section 13.3).

7. Data Protection

7.1 Roles. For Personal Data contained in Documents and Engagement Data, the Client is the Controller (or Data Fiduciary) and the Provider is a Processor acting on the Client's documented instructions. For account, billing, telemetry, and marketing data, the Provider is the Controller as described in the [Privacy Policy](#).

7.2 The [Data Processing Agreement](#) applies to all processing of Personal Data within Engagement Data and forms part of these Terms. The current list of sub-processors, including AI inference and hosting providers, is set out in Annex III of the DPA and may be updated as described there.

7.3 Client warranties. You warrant that (a) you have all rights, consents, and lawful bases necessary to upload each Document and to have it processed as described in these Terms; (b) Documents do not contain data you are prohibited from disclosing to us or our sub-processors (including data subject to professional secrecy you have not been cleared to share); and (c) you will not upload special-category or highly regulated data (e.g. health records, biometric data, government-issued ID databases, payment card data, or classified information) unless expressly agreed with us in writing.

7.4 No training. We do not use your Documents or Output to train AI models, and we contractually require the same of our AI sub-processors under their enterprise/API terms.

8. Data Security

8.1 We implement and maintain technical and organisational measures appropriate to the risk of processing confidential deal material, including: encryption of Document content and analysis results at rest using per-client derived keys; encryption in transit (TLS); per-tenant data isolation enforced on every query; role-based access for team members; authenticated, rate-limited API access with brute-force protection; audit logging of write and access operations; and provenance watermarking of downloaded reports. The current measures are described in Annex II of the [DPA](#) and may be updated so long as overall protection is not materially reduced.

8.2 Breach notice. We will notify you without undue delay after becoming aware of a personal data breach affecting your Engagement Data, with sufficient information for you to meet your own notification obligations (including under GDPR Art. 33 and the DPDP Act). Security incident handling is further described in the DPA.

8.3 No system is perfectly secure; except as expressly stated in these Terms or the DPA, we do not guarantee absolute security.

9. Confidentiality

9.1 Each party will protect the other's confidential information with at least the care it uses for its own similar information (and no less than reasonable care), use it only to perform under these Terms, and disclose it only to personnel and advisers bound by equivalent obligations.

9.2 Confidential information excludes information that is or becomes public without breach, was lawfully known before disclosure, is independently developed, or is received from a third party without duty of confidence. Compelled disclosures (law, regulation, court, regulator) are permitted with prompt notice to the other party where legally allowed, limited to the minimum required.

9.3 Your Documents and Output are your confidential information. Our software, scoring methodologies, rulesets, prompts, and non-public commercial terms are our confidential information.

9.4 These obligations survive termination for **5 years**; for trade secrets and MNPI, for as long as the information retains its protected status.

10. Intellectual Property

10.1 We own the Platform, its software, models' orchestration, scoring frameworks, rulesets, report formats, and all improvements. No rights are granted except as expressly stated.

10.2 You retain all rights in your Documents. You grant us a limited, non-exclusive licence to process Documents solely to provide the Service, exercisable by our sub-processors listed in the DPA.

10.3 Output. As between the parties and subject to payment, you own the Output generated from your Documents, and may use it for your internal business purposes and share it with your professional advisers, co-investors, lenders, and counterparties in connection with the transaction(s) it concerns — provided AI-provenance notices are not removed (Section 11.4). You may not resell Output as a standalone product or use it to build or train a competing service.

10.4 Feedback. If you give us feedback, suggestions, or feature requests, we may use them without restriction or obligation, excluding any of your confidential information.

10.5 Usage data. We may collect and use aggregated, de-identified operational data (e.g. document counts, latency, error rates, feature usage) to operate and improve the Service, provided it never includes Document content or identifies you or any data subject.

11. AI-Generated Output — Disclaimers & Client Obligations

11.1 Output is produced by large language models and heuristic systems. It may contain **errors, omissions, hallucinations, false positives, and false negatives**. In particular:

- material risks present in a Document may not be identified, and identified risks may be mis-scored;
- findings may be unsupported by, or inconsistent with, the underlying text;
- scores are probabilistic indicators, not conclusions, and may change between engine versions;
- analysis operates on extracted text and cannot verify authenticity or completeness of Documents;
- very large or dense documents may be truncated, chunked, or routed to a different engine, which can affect results;
- cross-document comparison may miss discrepancies or report false conflicts.

11.2 Human oversight (mandatory). You must ensure that a qualified professional reviews Output before it is relied on, and that no decision with legal, financial, or regulatory effect is taken on the basis of Output alone. You are the deployer of the Output within your organisation and are responsible for how it is used.

11.3 Prohibited reliance. Output must not be used as: legal, financial, investment, tax, or regulatory advice; the sole basis for a transaction decision, valuation, or fairness opinion; a filing or evidence submitted to a court or regulator without independent verification; or an assessment of any natural person for employment, credit, insurance, housing, or similar eligibility purposes.

11.4 AI transparency. Reports are labelled as AI-generated and carry provenance information. You must not remove or obscure these notices when sharing Output. Where you distribute Output in jurisdictions with AI-transparency requirements (including the EU AI Act's transparency obligations), you are responsible for maintaining those disclosures downstream.

11.5 Emerging-risk detection, category coverage, and scoring calibration change over time. We do not warrant that any particular risk type will be detected, or that scores are comparable across engine or ruleset versions.

12. Fees, Billing & Taxes

12.1 Fees are as stated at checkout or in your Order. Subscriptions renew automatically at the end of each billing cycle until cancelled. Payments are processed by Paddle; we do not store card numbers.

12.2 Price changes take effect at your next renewal with at least **30 days'** prior notice. Per-deal and top-up purchases are one-time charges at the price shown at purchase.

12.3 Late payment. If payment fails, your account enters a past-due state: new uploads and analyses may be suspended; existing reports remain accessible. Accounts unpaid for more than 30 days may be terminated under Section 13.

12.4 Refunds. Subscription fees are refundable within 14 days of first purchase if no Document has been analysed in that period; otherwise fees are non-refundable except where required by non-waivable law. Per-deal purchases are refundable within 14 days only if the associated deal room(s) contain no analysed Documents. Nothing in this clause limits non-waivable statutory rights.

12.5 Taxes. Fees are exclusive of taxes. You are responsible for applicable VAT/GST/sales taxes and any withholding, other than taxes on our income. If withholding is required, you will gross up so we receive the full fee.

13. Term, Suspension & Termination

13.1 These Terms apply from your first acceptance and continue while you use the Service or hold an active subscription or unexpired per-deal purchase.

13.2 You may cancel a subscription at any time, effective at the end of the current billing period. Either party may terminate for material breach not cured within 30 days of written notice, or immediately for insolvency of the other party.

13.3 Suspension. We may suspend access (in whole or part) immediately if reasonably necessary to address a security incident, suspected AUP breach, legal compulsion, or non-payment. We will notify you and restore access when the ground for suspension is resolved. Suspension does not extend a paid term.

13.4 Effect of termination. On termination or expiry: (a) API keys are revoked; (b) you may export Engagement Data for **30 days**; (c) after that window we delete Engagement Data on a reviewed basis — deletion is irreversible, so it is carried out by an operator rather than automatically on a timer — normally within 30 days of the window closing and in any event within 90 days, except data we must retain by law (retained per the retention schedule in the Privacy Policy — e.g. consent and audit records); (d) accrued payment obligations survive.

13.5 Sections 7–11 and 14–22 survive termination.

14. Warranties & Disclaimers

14.1 Each party warrants it has the right to enter these Terms. We warrant that the Service will be provided with reasonable skill and care.

14.2 EXCEPT AS EXPRESSLY STATED, THE SERVICE AND ALL OUTPUT ARE PROVIDED **"AS IS" AND "AS AVAILABLE"**, AND WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, NON-INFRINGEMENT, AND UNINTERRUPTED OR ERROR-FREE OPERATION. WE DO NOT WARRANT THAT OUTPUT WILL IDENTIFY ANY OR ALL RISKS IN ANY DOCUMENT.

14.3 The Service is not a regulated advisory, audit, brokerage, or legal service, and we are not registered with any securities, legal, or accounting regulator in any jurisdiction.

15. Limitation of Liability

15.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, GOODWILL, BUSINESS OPPORTUNITY, OR DATA, OR FOR LOSSES ARISING FROM FAILED, DELAYED, OR COMPLETED TRANSACTIONS, RELIANCE ON OUTPUT, OR REGULATORY FINES INCURRED BY THE OTHER PARTY — EVEN IF ADVISED OF THE POSSIBILITY.

15.2 EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS IS CAPPED AT THE GREATER OF (A) FEES PAID OR PAYABLE BY THE CLIENT IN THE **12 MONTHS** PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, OR (B) **USD \$500**.

15.3 The caps and exclusions above do **not** apply to: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) your payment obligations; (d) your breach of Sections 6 (Acceptable Use), 10 (IP), or 17 (Export Controls); (e) either party's indemnification obligations under Section 16.1/16.2(b); or (f) any liability that cannot be limited under applicable law.

15.4 The parties agree the fees reflect this allocation of risk, and that Section 11 (your obligation of human review) is an essential basis of the bargain: we would not offer the Service at these prices if we bore the risk of unreviewed reliance on AI output.

16. Indemnification

16.1 By you. You will defend and indemnify us and our officers, employees, and agents against third-party claims and resulting losses arising from: (a) Documents you upload (including IP infringement, breach of confidence, or unlawful content); (b) your breach of Section 7.3 warranties or data protection law applicable to you as Controller; (c) use of the Service or Output in violation of these Terms, the AUP, or applicable law, including securities and sanctions law; and (d) decisions made or actions taken by you or anyone you share Output with, in reliance on Output.

16.2 By us. We will defend and indemnify you against third-party claims that (a) the Platform itself (excluding your Documents and third-party components) infringes their IP rights, or (b) losses directly caused by our gross negligence, wilful misconduct, or our material failure to maintain the security measures in Section 8 resulting in a personal data breach. For IP claims we may procure rights, modify the Platform, or terminate and refund prepaid unused fees.

16.3 Indemnification requires prompt notice, control of the defence by the indemnifying party, and reasonable cooperation. The indemnified party may participate with its own counsel at its own cost. Our indemnity under 16.2(b) is subject to the Section 15.2 cap; our indemnity under 16.2(a) is uncapped.

17. Export Controls & Sanctions

17.1 You must comply with all applicable export control and sanctions laws (including those of the US (OFAC/BIS), EU, UK, UN, and India). You represent that neither you nor any Authorised User or beneficial owner is (a) located, organised, or resident in a comprehensively sanctioned country or region (currently including Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions), or (b) a designated or restricted party, or owned or controlled by one.

17.2 We may decline, suspend, or terminate Service to any person or jurisdiction where providing it would, in our reasonable judgment, breach sanctions or export laws or the terms of our upstream providers.

18. Compliance With Laws; MNPI & Insider Trading

18.1 Each party will comply with applicable anti-bribery and anti-corruption laws (including the FCPA, UK Bribery Act, and India's Prevention of Corruption Act).

18.2 You acknowledge that Documents and Output may constitute MNPI. You are solely responsible for your information-barrier, insider-list, and trading-restriction obligations. We maintain access controls and audit logs, but we do not monitor your compliance with securities laws.

18.3 Personnel of the Provider with administrative access are bound by confidentiality obligations and access is logged; administrative access to client metadata is restricted to operational need.

19. Force Majeure

Neither party is liable for delay or failure caused by events beyond its reasonable control (natural disasters, war, terrorism, labour disputes, internet or utility failures, acts of government, failures of upstream cloud or AI providers), except payment obligations. The affected party will notify the other and use reasonable efforts to resume. If force majeure continues for more than 30 days, either party may terminate affected Orders and we will refund prepaid fees for the undelivered period.

20. Changes to the Service & These Terms

20.1 We continuously improve the Service and may add, modify, or discontinue features. If we materially reduce core functionality of your paid plan during a paid term, you may terminate the affected Order and receive a pro-rata refund of prepaid unused fees as your exclusive remedy.

20.2 We may update these Terms. Material changes will be notified at least **30 days** in advance by email or in-Platform notice, with a new version identifier. Continued use after the effective date is acceptance; if you object, you may terminate before the effective date and receive a pro-rata refund of prepaid unused fees. The terms version you accepted is recorded in the consent log.

21. Governing Law & Dispute Resolution

21.1 These Terms are governed by the laws of **India**, excluding its conflict-of-laws rules. The UN Convention on Contracts for the International Sale of Goods does not apply.

21.2 Disputes will be finally resolved by binding arbitration under the rules of the **Mumbai Centre for International Arbitration (MCIA)**, seat **Mumbai, India**, in English, by a sole arbitrator. Judgment on the award may be entered in any court of competent jurisdiction. **Disputes must be brought individually; class or representative proceedings are waived to the extent permitted by applicable law.**

21.3 Either party may seek injunctive or equitable relief in any competent court to protect IP or confidential information, and we may bring payment-collection claims in the courts of your domicile.

21.4 Nothing in this section deprives a party of mandatory protections (including mandatory venue) under the laws of its domicile that cannot be waived by contract.

22. General Provisions

- **Assignment.** You may not assign these Terms without our written consent, except to an affiliate or in connection with a merger or sale of substantially all assets, with notice. We may assign to an affiliate or successor.
- **Notices.** Legal notices to us: the email in Section 23 (deemed received on the next business day). Notices to you: your registered account email. Operational notices may be given in-Platform.
- **Order of precedence.** (1) an executed written agreement, (2) the DPA, (3) these Terms, (4) the AUP, (5) Order/checkout terms, (6) documentation.
- **Waiver & severability.** Failure to enforce is not waiver. If a provision is unenforceable it will be modified to the minimum extent necessary, or severed, without affecting the rest.
- **Entire agreement.** These Terms and documents incorporated by reference are the entire agreement regarding the Service and supersede prior discussions. You did not rely on any representation not set out here.
- **Relationship.** The parties are independent contractors. No third-party beneficiaries.
- **Publicity.** Neither party will use the other's name or logo publicly without prior written consent.
- **Language.** These Terms are executed in English; translations are for convenience only.

23. Contact

Anweshna AI Due Diligence

Registered office: E46 Mahadevpur 4, Namsai-792105, Arunachal Pradesh, India

Legal notices: legal@anweshna.com · Privacy: privacy@anweshna.com · General: info@anweshna.com

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Anweshna scores documents for risk signals. It does not replace legal review, independent verification, or expert due diligence.