Terms of Service

Effective October 21, 2026. Replaces the September 7, 2026 version. Blacksmith AI LLC DBA "GovSmith", GovSmith at app.govsmith.com.

These Terms of Service (the "Terms") are a binding agreement between Blacksmith AI LLC DBA "GovSmith" ("GovSmith", "we", "us" or "our") and the company or other organization that engages GovSmith, together with the people it invites to use the Service (the "Customer", "you" or "your"). They govern the GovSmith managed government-contracting service: the work our Virtual Contracts Managers do for you, the client portal at app.govsmith.com, its connectors, and every related service (together, the "Service").

Please read them carefully. They contain a binding arbitration agreement and a class action waiver (section 30), limits on our liability (section 28), and rules about bids and outcomes (section 13) and about AI (section 16). You accept these Terms and our Privacy Policy when you accept an invitation to the Service, accept the Service Agreement, sign in, or otherwise use the Service.

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1. Agreement and acceptance

You may use the Service only if you can form a binding contract with us and are not barred from using it under the laws of the United States or any other applicable jurisdiction.

If you use the Service on behalf of a company or other organization, you represent that you have authority to bind it, and "you" and "Customer" refer to that organization. The Owner of the Customer's account manages its people in the Service and is responsible for the Customer's use of it.

The Service is provided under these Terms, the GovSmith Service Agreement the Customer accepts during onboarding (the "Service Agreement"), and each Quote the Customer accepts, with the terms version that Quote names. Where the Service Agreement or an accepted Quote differs from these Terms, the Service Agreement or that Quote governs, and these Terms govern everything else. A separate agreement signed by both parties governs where it says it does.

If you do not agree to these Terms, do not use the Service.

2. Definitions

- "Account" means a login to the Service for one named person.
- "Customer team" means the people the Customer invites to its Portal.
- "Portal" means the client portal at app.govsmith.com, with its Home, Inbox, Calendar, Library, Pipeline, Marketplace, My vCM and Onboarding pages.
- "vCM" (Virtual Contracts Manager) means a member of GovSmith staff assigned to the Customer. A vCM may be our employee or an independent contractor.
- "Client Content" means everything you or your team upload, enter, connect, import or share in the Service, and everything we prepare from it for you, including documents, company profile data, pursuits, messages, contacts and Deliverables.
- "Brief" means the document we publish to you about an opportunity, with our recommendation and, where we give one, a win estimate.
- "Offer" means a service we propose to you in the Marketplace, usually with a Brief. "Quote" means a priced version of an Offer. "Order" means the engagement that starts when you accept a Quote.
- "Deliverable" means a document or other work product we prepare for you under an Order, such as proposal material, a compliance matrix or an analysis.
- "Output" means text, analysis and other material generated with AI models in the course of the Service.
- "AI Provider" means a third party whose models the Service calls, such as Anthropic or OpenAI.
- "Connector" means an optional link between an account and a third-party service such as Google Drive, OneDrive or SharePoint.
- "Service Agreement" has the meaning in section 1.

3. The Service

GovSmith is a managed government-contracting service for companies that pursue government work. We assign you one or more vCMs who find and assess opportunities, prepare Briefs and Quotes, and deliver the work you order, such as proposal writing, compliance review and pursuit support. The Service includes:

- The Portal, where your team sees its opportunities, inbox, calendar, documents, pipeline, offers, quotes and orders, and the vCMs who serve you.
- The work of your vCMs and other GovSmith staff, done in a staff workspace you do not see, on the opportunities and Orders you choose.
- Onboarding: an intake and kickoff, the organizing of the files you share with us, and your acceptance of the Service Agreement.
- The Library, where you keep your company profile and files, connect Google Drive, OneDrive or SharePoint, and choose what to share with your vCM.
- The Marketplace, where we publish Offers, Briefs and Quotes and you accept the ones you want.

The Portal does not offer an AI chat. Our staff use AI tools to do their work for you, as section 16 describes.

We may add, change or retire features of the Portal. When a change materially reduces what you pay for, we will tell you in advance where practical.

4. Eligibility, export control and sanctions

You must be at least 18 years old. The Service is built for business use and is not directed at children.

The Service is operated from the United States. You represent that you and your organization:

- Are not located in, organized under the laws of, or ordinarily resident in a country or region subject to comprehensive U.S. sanctions or embargo.
- Do not appear on, and are not owned or controlled by anyone on, a U.S. government restricted-party list, including the OFAC Specially Designated Nationals List, the BIS Entity List and Denied Persons List, and the SAM.gov exclusions list.
- Will comply with the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR) and all other export control and sanctions laws when using the Service.

You are responsible for deciding whether any Client Content is export-controlled under ITAR or the EAR. Do not share export-controlled technical data with us unless we have agreed in writing, before you share it, how it will be handled. Do not share Controlled Unclassified Information (CUI) or classified information of any level: GovSmith is not built or authorized to handle either.

5. Accounts, invitations and security

There is no public sign-up. Accounts are created by invitation or set up by GovSmith for you, and the Owner or an Admin of the Customer's account may invite more people. Each account belongs to one named person,

who must give accurate information and keep it current. You are responsible for everything done under your account.

- Keep your password private and unique. We recommend a passkey or an authenticator app, which you can turn on in Settings, Security & login. Every GovSmith staff member and administrator must use multi-factor authentication.
- Do not share an account between people. Each person on your team needs their own invitation.
- Tell us at support@govsmith.com as soon as you suspect unauthorized access. We may suspend an account to protect it.
- A session ends after 60 minutes without activity, after 24 hours at most, when you sign out, or when you close the browser.
- You are responsible for the devices and networks you use to reach the Service.

You may sign in with Google or Microsoft. Those providers' terms govern your relationship with them; we receive only the profile fields needed to match your account.

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6. Your team, roles and quote approvers

Your Customer team has one Owner and may have Admins and Members. Roles are shown in Settings, Team.

- The Owner and Admins invite and remove teammates. Removing a teammate ends their access at once; what they contributed stays with the Customer.
- A quote approver may accept Quotes and approve Deliverable versions in the Customer's name. The Owner always may; the Owner or an Admin chooses who else may.
- Members use the Portal. Some settings and views, such as Library activity, are for the Owner and Admins only.
- You are responsible for the acts and omissions of everyone you invite, and for keeping your list of quote approvers current.

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7. Your vCMs and GovSmith staff

We assign each Customer a lead vCM and may add specialists and a backup. You can see who serves you in My vCM.

- A vCM may be our employee or an independent contractor. Either way, we are responsible for their work under these Terms and for their compliance with our confidentiality and security obligations to you.
- A vCM can see and work on your Client Content only while an active assignment to you names them. When the assignment ends, so does their access to your data.
- A vCM serving you may open a read-only preview of your Portal ("View as client") to see exactly what your team sees. The preview cannot change anything or send anything on your behalf.
- GovSmith administrators can see every Customer's data to run the business: assignments, quality review, billing, security and support.

- We may change or add the staff who serve you, for example for coverage or expertise. The Portal shows you when your vCM is changing.
- Our staff do not sign, accept, certify, pay or submit anything on your behalf (section 13).

8. Offers, quotes and orders

Work beyond your monthly relationship is bought one Order at a time.

- We publish an Offer in the Marketplace, usually with a Brief and a Quote. A Quote states the scope, the price, the payment schedule and the terms version that applies.
- A Quote may be accepted for 14 days after we publish it, unless the Offer states another period. After that it expires, and we may publish a new version.
- A quote approver accepts a Quote by accepting one exact version and its total in the Portal. Each accepted version creates one Order, and an accepted version cannot be accepted again. Later changes are made by a change order: a new version, accepted the same way.
- We deliver the Order as the accepted Quote describes. Deliverables reach you for review, you approve the exact version you want, and we release it as final.
- When an Order needs something from you, such as a document or a decision, we ask in the Portal. Late answers can move delivery dates.
- Neither party may change an accepted Quote except by a change order or a written agreement of both.

9. Fees, payment and billing

Fees are set by the Service Agreement and by each accepted Quote, and are shown before you accept. All amounts are in U.S. dollars. There is no annual term, no per-seat or per-user fee, and no charge for AI usage.

- Onboarding: a one-time fee, invoiced after you accept the Service Agreement.
- The managed relationship: a monthly fee for your vCM relationship and the delivery time it includes each month (section 10).
- Orders: the price in the accepted Quote, paid on its payment schedule. Under our standard schedule, half is due at mobilization, before work starts, and half at final release, before the final Deliverables are released. A Quote may set a different schedule.
- Payments are processed by Stripe. Card and bank details are entered with Stripe and never reach our servers. By giving us a payment method you authorize us to charge it for the fees and taxes due.
- Fees exclude sales, use, VAT and similar taxes, which we add where we are required to collect them. If you are tax-exempt, send us a valid certificate.
- If a payment fails or is late, we tell you. If it remains unpaid 7 days after that notice, we may pause the work it pays for, and after 30 days we may suspend the account until it is paid.
- We may change our prices with at least 30 days' notice. A change never affects a Quote you have already accepted, and a change to the monthly fee applies from the first monthly period after the notice ends.

10. Included delivery time

Your monthly relationship includes an amount of delivery time each month, shown in Settings, Billing and Usage.

- Included time is the combined time our staff spend on work classified as part of your monthly relationship. Work under an Order is paid for by its Quote and does not use included time.
- Included time does not roll over. Unused time expires at the end of each monthly period and has no cash value.
- When included time runs out, we do further work only under a Quote you accept. We never bill for extra time without one.

11. Ending the relationship and refunds

The monthly relationship runs month to month. You may end it at any time by telling your vCM or emailing support@govsmith.com. It ends at the end of the monthly period in which you give notice, unless the Service Agreement says otherwise, and you keep access to the Portal until then.

Ending the monthly relationship does not end an accepted Order. An Order may end early as the Service Agreement or its Quote provides, or by written agreement of both parties.

Except where the Service Agreement, an accepted Quote or the law requires otherwise, fees paid are not refundable and there are no credits for unused included time. If we end the Service for convenience (section 26), we refund prepaid fees for work not yet performed.

12. Preview features

Features labelled preview or coming soon are provided as is, may change or disappear without notice, may not be supported, and are excluded from any availability commitment. Feedback on them is welcome and is licensed to us under section 20.

13. Bids, submissions and outcomes

GovSmith never submits a bid, proposal or application for you. You decide whether to pursue an opportunity, you submit your own response, and you record your submission in the Portal. No outcome is guaranteed.

- You are responsible for every submission you make, including its accuracy, its pricing, its certifications and representations, and its compliance with the solicitation, the FAR and every other rule that applies. Review every Deliverable before you use it.
- A Brief may include a win estimate. It is our estimate of your chances, with the reasons we give, not a guarantee. We do not guarantee any award, contract, grant, revenue or other outcome.

- Our recommendations to pursue, consider or pass are opinions to help you decide. The decision is yours.
- Tell us promptly about anything that limits what we may do for you, such as an organizational conflict of interest, a teaming exclusivity, or a solicitation rule on outside help.
- Do not ask us to obtain or use information you are not entitled to have, such as another bidder's proprietary information or source selection information.
- Our staff do not sign, accept, certify, pay or submit anything for you, in the Portal or anywhere else.

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14. Client Content and ownership

You own your Client Content. You grant us a worldwide, non-exclusive, royalty-free license to host, copy, process, transmit, display and create derivative works of Client Content solely to provide, secure and support the Service for you, and as otherwise permitted by these Terms and the Privacy Policy. This license ends when the content is deleted, subject to the retention rules in section 24.

You are responsible for the Client Content you provide. You represent that you have the rights needed to share it with us and to let us process it as described, and that it does not violate the law or anyone's rights.

We do not claim ownership of Client Content, we do not sell it, and we do not use it to train AI models. Our subprocessors are bound the same way (see the Privacy Policy).

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15. Deliverables and our materials

When you have paid for an Order in full, the Deliverables we created specifically for you under it belong to you, and we assign to you any rights we hold in them.

We keep ownership of our own materials: our templates, checklists, playbooks, methods, know-how and tools, and anything we created before or apart from your Order. Where any of them is part of a Deliverable, we grant you a perpetual, non-exclusive, royalty-free license to use it as part of that Deliverable for your own business.

Our staff may use the general skills and experience they gain from working with you, as long as they do not disclose your Client Content or confidential information. Deliverables may include material from public or third-party sources, which remains subject to its own terms.

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16. How we use AI, and Output

Our staff use AI tools, including GovSmith AI, to do the work for you: to read solicitations, organize your files, draft and review proposal material, prepare Briefs and answer questions about your pursuits. You should understand the following.

- Our staff review Output before it reaches you in a Brief or a Deliverable, and you should review it too. Output can be wrong, incomplete or out of date, and can misstate facts, citations, regulations or dollar figures.

- Output is not legal, financial, accounting or security advice. Where the stakes call for it, consult a qualified professional.
- Model calls go through OpenRouter to the AI Provider that runs the model; if OpenRouter is unavailable, we may call Anthropic or OpenAI directly on our own accounts. Work on solicitations and your company's documents, including document extraction and the search index over your files, runs only on Anthropic and OpenAI models. Other models are used only through providers that keep no data after answering.
- Anthropic and OpenAI keep API data for a short period to detect abuse, under their own terms. OpenRouter does not store prompts or answers.
- We and our AI Providers do not use Client Content or Output to train models.
- Output based on Client Content is Client Content. Similar requests can produce similar Output, so we do not promise that Output is unique.
- Prompts and context are sent to AI Providers only to do the work. Section 5 of the Privacy Policy lists who they are.
- We will not use AI to fabricate past performance, certifications, pricing or any other representation, and you must not ask us to.

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17. Connectors and third-party accounts

You and your vCM may connect third-party accounts to the Service. In the Library's Cloud you can connect Google Drive, OneDrive and SharePoint; other connectors are in Settings, Connectors. Each connector shows the permissions (scopes) it needs before you approve it.

- Files you import from a connected account are copied into your Library. You choose which files to share with your vCM.
- Connect only accounts you are authorized to connect. Connecting a shared drive or mailbox makes its contents available to the Service within the access you approve.
- You can disconnect at any time. Disconnecting revokes our access token; files already imported stay in your Library until you delete them.
- Our use of information received from Google APIs follows the Google API Services User Data Policy, including its Limited Use requirements. Our use of Microsoft data follows Microsoft's API terms.
- Third-party services are outside our control. Their outages, changes and terms are theirs.

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18. Government and public data sources

Briefs, Search and related features draw on public data from SAM.gov, USAspending, Grants.gov, SBIR.gov and international sources such as the EU's TED, the UK's Contracts Finder and Find a Tender, AusTender, CanadaBuys and UNGM. We do not own that data and cannot guarantee it is complete, current or accurate.

Always confirm deadlines, set-asides, amendments and points of contact against the official notice before you act. Your use of those sources is also subject to their own terms.

19. Acceptable use

You agree not to, and not to let anyone else:

- Break the law, or use the Service to plan, facilitate or commit a crime, including procurement fraud.
- Upload malware, or probe, scan, penetrate or test the security of the Service or its infrastructure without our written permission.
- Access another Customer's data, or any data you are not authorized to access.
- Scrape, crawl or bulk-extract data from the Service other than through the downloads we provide, or build a competing dataset or product from it.
- Reverse engineer, decompile or derive the source code, prompts or data structures of the Service, except where the law forbids that restriction.
- Resell the Service, or give Portal access to anyone outside your organization, without our written agreement.
- Bypass or interfere with security controls, access limits or billing.
- Impersonate anyone, misrepresent your affiliation, or forge headers or identifiers.
- Harass, threaten or defame anyone, including our staff, or upload content that is obscene, exploitative or hateful.
- Infringe anyone's intellectual property, privacy or publicity rights.
- Ask us to prepare false or misleading material for a government evaluator, such as invented past performance, certifications or pricing.
- Share CUI, classified information, or export-controlled data except as section 4 allows.

We may investigate suspected violations, decline or stop work, remove content, suspend accounts or involve law enforcement.

20. Intellectual property, trademarks and feedback

The Service, including its software, designs, documentation and templates and the names GovSmith and Blacksmith AI, belongs to Blacksmith AI LLC DBA "GovSmith" and its licensors and is protected by copyright, trademark, trade secret and other laws. Except for the rights these Terms grant you, no rights are granted to you.

You may not use our names or logos without written permission, except to state accurately that you use the Service.

If you send us ideas, suggestions or other feedback, you grant us a perpetual, irrevocable, royalty-free license to use it for any purpose without obligation to you. We will not name you as the source without your consent.

21. Confidentiality

Each of us will protect the other's confidential information with at least the care we use for our own, and never less than reasonable care, and will use it only to perform under these Terms. Your Client Content is your confidential information. Our non-public pricing, cost figures, methods, templates, security details and the Service's inner workings are ours.

Each of us may share the other's confidential information with its employees, contractors and service providers who need it for the Service and are bound by duties of confidentiality at least as protective as these.

Confidential information does not include information that is public through no fault of the recipient, was already known to the recipient, was independently developed, or was received from a third party without a duty of confidence. Either of us may disclose confidential information when the law requires it, after giving the other notice where lawful.

These obligations last for five years after the agreement ends, and for trade secrets for as long as they remain trade secrets.

22. Privacy and data processing

Our Privacy Policy explains what personal data we collect, why, who we share it with, and the rights you have. It is part of these Terms.

Where you are a controller of personal data and we process it on your behalf, we act as your processor. We process personal data only on your documented instructions (these Terms, the Service Agreement, your Orders and your use of the Service are those instructions), keep it confidential, apply the security measures in section 23, help you respond to data subject requests, and delete or return it at the end of the engagement. The subprocessors we use are listed in the Privacy Policy; we will post additions there at least 30 days before they start processing your data, and you may object in writing on reasonable grounds.

Customers who need a signed Data Processing Addendum, or Standard Contractual Clauses for transfers from the EU or UK, should email legal@govsmith.com. We do not offer a HIPAA Business Associate Agreement; do not share protected health information with us.

23. Security commitments and incident notice

We maintain a written information security program appropriate to the Service and the data it holds, including:

- Encryption in transit (TLS) and at rest, with keys held in AWS Key Management Service for our files, secrets and backups, and Neon's encryption at rest for the database.
- Multi-factor authentication required for every GovSmith staff member and administrator, and available to every Customer user with a passkey or an authenticator app.
- Customer isolation enforced in the application and, as a second wall, by database row-level security on every customer table, with an automated isolation test on every change; staff access limited to the

Customers an active assignment names.

- Audit logs of sign-ins, security events, assignments, approvals and administrative actions.
- Malware scanning of uploaded files, threat detection and vulnerability scanning on our cloud account.
- Least-privilege access to production: separate database roles for the application, for schema changes and for read-only support, and production credentials kept only in AWS Secrets Manager.
- Nightly encrypted backups locked against change, with restores drilled regularly, and a written incident response plan.

If we confirm a breach of security that leads to accidental or unlawful destruction, loss, alteration or unauthorized disclosure of your Client Content or personal data, we will notify the Owner of the affected Customer account without undue delay, and in any event within 72 hours of confirming it, with the facts we know, the likely consequences and the steps we are taking.

No system is perfectly secure. You are responsible for the security of your own accounts, devices and networks, for choosing who on your team may see and approve what, and for what you connect and share.

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24. Data retention, export and deletion

- While your engagement is active, Client Content is kept until you delete it or ask us to.
- You can download your data in Settings, Data controls, and download your files and released Deliverables at any time.
- Delete all data, in Settings, Data controls, sends a deletion request to your vCM, who confirms the scope with you before anything is removed. We then delete it as the Privacy Policy describes.
- You can ask to delete your own account in Settings, Account. We process the request within 7 days.
- When the engagement ends, we keep Client Content for 30 days so you can download it, then delete it from the Service.
- Backups expire on their own schedule: Neon's restore history within 30 days, and our encrypted backup copies after 35 days (daily copies), 12 months (monthly copies) or 3 years (yearly copies). Backups are locked against change, so deleted data leaves them only as each copy expires, and we use them only to recover the Service.
- We keep what the law requires us to keep (for example billing records for 7 years) and may keep de-identified, aggregated data that no longer identifies you or your organization.

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25. Availability, maintenance and support

We aim to keep the Portal available 24 hours a day, 7 days a week, apart from maintenance, third-party outages (AI Providers, cloud hosting, payment and government data sources) and events outside our reasonable control. We do not promise a specific uptime or offer service credits unless the Service Agreement does.

Support is available from your vCM, by email at support@govsmith.com, and through Help, Report a bug in the Portal. We answer within one business day (U.S. Central Time) and prioritize issues that block work. We

schedule maintenance outside U.S. business hours where we can and announce planned downtime longer than 30 minutes in advance.

26. Suspension and termination

You may end the monthly relationship as section 11 describes.

We may suspend or terminate your access, in whole or in part, immediately if:

- You materially breach these Terms and do not cure the breach within 10 days of notice, or the breach cannot be cured.
- Your use threatens the security, integrity or availability of the Service or others' data.
- Fees are unpaid after the periods in section 9.
- We are required to by law, court order or a government authority.
- You become insolvent, make an assignment for the benefit of creditors, or enter bankruptcy.

We may also end the engagement for convenience with at least 30 days' notice, in which case we refund prepaid fees for work not yet performed.

On termination your right to use the Service ends, and section 24 governs your data. Sections that by their nature should survive (including 9, 13 through 16, 20, 21, 27 through 32 and 35) survive.

27. Warranty disclaimer

EXCEPT AS EXPRESSLY STATED IN THESE TERMS, THE SERVICE AGREEMENT OR AN ACCEPTED QUOTE, THE SERVICE, OUTPUT, BRIEFS, DELIVERABLES AND ALL RELATED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND OUR SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY AND QUIET ENJOYMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT OUTPUT WILL BE ACCURATE OR FIT FOR ANY PURPOSE, OR THAT ANY BRIEF, WIN ESTIMATE, RECOMMENDATION OR DELIVERABLE WILL LEAD TO ANY CONTRACT AWARD OR BUSINESS RESULT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.

28. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST DATA, LOST OPPORTUNITIES OR LOST CONTRACT AWARDS, ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY.

TO THE FULLEST EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE WILL NOT EXCEED THE GREATER OF (A) THE FEES YOU PAID US IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM AND (B) ONE HUNDRED U.S. DOLLARS ($100).

These limits do not apply to a party's indemnification obligations, to a party's breach of confidentiality, to your payment obligations, to your violation of section 19, or to liability that cannot be limited by law, such as liability for fraud, gross negligence or willful misconduct. The limits apply together, not per claim, and apply regardless of the theory of liability.

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29. Indemnification

By you

You will defend, indemnify and hold harmless us and our officers, directors, employees, contractors and agents from any third-party claim, and the resulting damages, costs and reasonable attorneys' fees, arising from Client Content, your submissions, your use of Output or Deliverables, your breach of these Terms or the law, or the people you invite.

By us

We will defend you against any third-party claim that the Service, as provided by us and used as permitted, infringes a U.S. patent, copyright or trademark or misappropriates a trade secret, and pay the damages and costs finally awarded or agreed in settlement. This does not cover claims arising from Client Content, Output, third-party services, your modifications, or use in breach of these Terms. If a claim arises or seems likely, we may procure the right for you to keep using the Service, modify or replace it, or, if neither is commercially reasonable, terminate the affected part and refund prepaid fees for work not yet performed. This section is our entire liability for infringement.

Process

The indemnified party must promptly notify the other of the claim, give it control of the defense and settlement, and cooperate at the indemnifying party's expense. No settlement may impose obligations on the indemnified party without its consent.

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30. Dispute resolution, arbitration and class action waiver

Please read this section carefully. It affects your rights. It requires most disputes to be resolved by binding individual arbitration instead of in court, and it waives class actions and jury trials. You can opt out within 30 days.

Talk to us first

Before starting arbitration or a lawsuit, the party with a claim must send the other a written notice describing it and the relief sought (to us: legal@govsmith.com; to you: the Owner's email on file). The parties will try in

good faith to resolve the dispute within 30 days. Most disputes are resolved this way.

Binding individual arbitration

If the dispute is not resolved within 30 days, any claim arising out of or relating to these Terms or the Service will be resolved by binding individual arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, before one arbitrator. The arbitration will be seated in Oklahoma City, Oklahoma, and either party may ask to appear by video. The arbitrator applies Oklahoma law and these Terms, may award any relief a court could award to the individual party, and issues a reasoned written decision. Judgment on the award may be entered in any court of competent jurisdiction. The Federal Arbitration Act governs this section.

The arbitrator, not a court, decides all questions about the scope and enforceability of this arbitration agreement, except that only a court may decide the class action waiver below.

Class action and jury trial waiver

EACH PARTY AGREES TO BRING CLAIMS ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate more than one party's claims. If this waiver is found unenforceable for a particular claim, that claim must proceed in court under section 31, not in arbitration. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

Exceptions

- Either party may bring an individual claim in small claims court if it qualifies.
- Either party may seek an injunction or other equitable relief in court to protect its intellectual property or confidential information, or to stop unauthorized use of the Service.

Fees

AAA fees are allocated under the AAA rules. If you are an individual and your claim is under $10,000, we will pay the AAA filing and arbitrator fees unless the arbitrator finds the claim frivolous.

30-day opt out

You may opt out of this arbitration agreement and class action waiver by emailing legal@govsmith.com within 30 days after you first accept these Terms, with the subject "Arbitration opt out", your name, your organization and the email on the account. Opting out does not affect any other part of these Terms. If you opt out, section 31 governs where disputes are heard.

Changes

If we change this section after you accept these Terms, you may reject the change by emailing us within 30 days of the change taking effect, and the prior version will continue to apply to disputes between us.

31. Governing law and venue

These Terms and any dispute arising out of them or the Service are governed by the laws of the State of Oklahoma and the federal laws of the United States, without regard to conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

For any dispute that is not subject to arbitration, or where you have opted out, the state and federal courts located in Oklahoma County, Oklahoma have exclusive jurisdiction, and each party consents to personal jurisdiction and venue there.

32. Copyright complaints (DMCA)

We respect intellectual property and respond to notices under the Digital Millennium Copyright Act. If you believe content on the Service infringes your copyright, send a notice to legal@govsmith.com with the subject "DMCA notice" that includes: your physical or electronic signature; identification of the copyrighted work; identification of the material and where it is on the Service; your contact details; a statement that you believe in good faith the use is not authorized; and a statement, under penalty of perjury, that the notice is accurate and you are authorized to act for the owner.

Postal notices go to our designated agent at Blacksmith AI LLC DBA "GovSmith", 1611 N. Broadway Ave., Oklahoma City, OK 73103, United States. We may remove material, notify the user who posted it, accept counter-notices, and terminate repeat infringers.

33. U.S. Government end users

The Portal and its software are "commercial computer software" and "commercial computer software documentation" as those terms are used in FAR 12.212 and DFARS 227.7202, and our services are commercial services. If you are a U.S. Government end user, or a contractor acquiring the Service on the Government's behalf, the Service is provided only with the rights granted to all other customers under these Terms, and no other rights are conferred. The Service is not FedRAMP authorized; do not use it for data that requires a FedRAMP-authorized system.

34. Changes to these Terms

We may update these Terms. For material changes we will give at least 30 days' notice by email to the Owner or by a notice in the Portal before they take effect, except that changes required by law may take effect sooner. A change does not alter a Quote you accepted before it. The effective date at the top always tells you which version applies.

If you do not agree to a change, end the monthly relationship before the change takes effect and we will refund any prepaid fees for work not yet performed. Continuing to use the Service after the effective date means you accept the change.

35. General terms

- Entire agreement: these Terms, the Service Agreement, your accepted Quotes and the Privacy Policy are the entire agreement between us about the Service and replace all earlier agreements and understandings about it.
- Assignment: you may not assign these Terms without our written consent, except to a successor in a merger or sale of substantially all your assets that agrees in writing to be bound. We may assign them to an affiliate or successor.
- Force majeure: neither party is liable for delay or failure caused by events beyond its reasonable control, including natural disasters, war, terrorism, labor disputes, government action, internet or utility failures, or failures of AI Providers or hosting providers, except for payment obligations.
- Severability: if a provision is unenforceable, it will be enforced to the maximum extent permitted and the rest remains in effect.
- No waiver: failing to enforce a provision is not a waiver of it or of any other provision.
- Notices: notices to us go to legal@govsmith.com or to 1611 N. Broadway Ave., Oklahoma City, OK 73103, United States. Notices to you go to the Owner's email on the account and are effective when sent.
- No third-party beneficiaries: these Terms create no rights for anyone other than the parties, except the indemnified persons in section 29.
- Independent contractors: the parties are independent contractors; nothing creates a partnership, joint venture, agency or employment between them.
- Electronic communications: you agree that we may communicate with you electronically and that electronic acceptances, signatures and records satisfy any requirement for a writing.
- Publicity: we will not use your name or logo publicly without your prior written consent; you may give it in one email.
- Interpretation: headings are for convenience; "including" means "including without limitation"; no rule of strict construction applies against either party.
- Export of Output and Deliverables: you are responsible for complying with export laws when sharing them outside the United States.

36. Contact

Questions about these Terms:

- Blacksmith AI LLC DBA "GovSmith"
- 1611 N. Broadway Ave.
- Oklahoma City, OK 73103
- United States
- Legal notices: legal@govsmith.com
- Support: support@govsmith.com
- Web: https://govsmith.com

Previous version: September 7, 2026. This version is effective October 21, 2026.

Blacksmith AI LLC DBA "GovSmith" · 1611 N. Broadway Ave., Oklahoma City, OK 73103, United States · legal@govsmith.com · https://govsmith.com
The English version of this document controls. Translations shown in the app are provided for convenience.