

Terms of Service

Last updated: June 15, 2026

1. Acceptance of Terms

By accessing or using FormaGuru, you agree to be bound by these Terms of Service. If you do not agree with these terms, do not use the service. These terms apply to all practitioners and users of FormaGuru.

2. Description of Service

FormaGuru is an AI-powered form filler for consultation-based workflows. The service allows you to:

- Record audio from client sessions
- Capture session notes by recording audio or typing them manually before or after a consultation
- Transcribe audio locally using our internal system
- Use FormaGuru's AI processing (via AWS AI services) to automatically generate forms from transcripts
- Manage clients, sessions, and templates

We provide the technical infrastructure and AI processing. **You retain full responsibility for the professional, clinical, and legal aspects of your practice, including client consent, clinical decision-making, and compliance with applicable regulations.**

3. Your Responsibilities as a Practitioner

3.1 Client Consent: You are solely responsible for obtaining informed consent from clients before recording any session. You must ensure that clients understand:

- Their session will be recorded and transcribed
- Audio files are immediately deleted after transcription.

- The transcript will be processed by FormaGuru using AWS AI services to automatically generate forms — all processing stays entirely within AWS's secure Australian infrastructure
- Transcripts are stored in Australia on AWS cloud infrastructure until the session is marked as reviewed — once reviewed, the transcript is deleted and only the extracted field mappings are retained
- Filled forms are generated on-demand and not stored permanently
- Data will not be used to train AI models

3.2 Medical Practitioners: If you are a medical professional, you must obtain explicit consent for processing health information in accordance with applicable privacy laws and professional standards. You acknowledge that FormaGuru is currently only available in Australia for medical practitioners.

3.3 Client Profile Data: When you add a client's personal information (such as name, contact details, or email address and phone number) to FormaGuru, you are responsible for ensuring that client has been informed that their contact details are stored in FormaGuru as part of your practice management. This obligation is separate from session consent and should be covered by your own privacy policy or client intake process.

3.4 Professional Judgment: You acknowledge that:

- AI-generated transcripts and forms may contain inaccurate, incomplete, or inappropriate content
- You must review all AI output before using or relying on it
- You retain full responsibility for all professional decisions, clinical care, documentation, and client communications
- You must exercise independent professional judgment and not solely rely on AI output
- You understand the limitations of AI technology in healthcare and other professional contexts

3.5 Data Accuracy: You are responsible for ensuring that information you provide to FormaGuru is accurate and authorized.

You must not input false, misleading, or unauthorized information, including client data without consent.

3.6 Compliance: You agree to comply with all applicable laws, regulations, and professional standards in your jurisdiction, including privacy laws, health information laws, and professional conduct requirements.

4. Artificial Intelligence Limitations

You understand and acknowledge that:

- AI-generated transcripts may misinterpret, omit, or add information not present in the recording
- AI-generated forms may contain incorrect data, incomplete entries, or information in wrong fields
- AI cannot replicate professional judgment or clinical expertise
- AI output should be treated as a draft that requires human review and verification
- You are responsible for verifying accuracy before using or sharing any output

FormaGuru is a productivity tool, not a clinical decision-support system or professional advisor. You are fully responsible for all professional decisions and client care outcomes.

5. Account and Access

5.1 Account Creation: You must provide accurate information when creating your account, including your country of operation and whether your use of the service will involve processing patient health records, clinical session notes, or other medical data.

5.2 Account Security: You are responsible for maintaining the confidentiality of your account credentials and for all activity under your account. You must notify us immediately of any unauthorized access or suspicious activity.

5.3 Acceptable Use: You must not:

- Use the service for any unlawful, unethical, or prohibited purpose
- Input client data without proper consent
- Attempt to access, modify, or interfere with other users' accounts or data
- Reverse engineer, decompile, or attempt to derive the underlying technology
- Use the service to build competing products or services
- Exceed rate limits or attempt denial-of-service attacks

6. Intellectual Property

6.1 Ownership of the Service: FormaGuru, including its source code, design, user interface, templates, and trademarks, is owned by FormaGuru. Nothing in these Terms transfers any ownership rights in the Service to you.

6.2 Limited License: Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable license to access and use the Service for your own practice. This license does not grant you any ownership rights in the Service itself.

6.3 Your Data Unaffected: This section is separate from and does not affect §7.1 ("Your Data"), which confirms that you retain ownership of your own data, including client information, transcripts, and templates content you create.

7. Data and Privacy

7.1 Your Data: You retain ownership of all your data, including client information, transcripts, and templates. We process this data according to our Privacy Policy.

7.2 AI Processing: AI form-filling is performed by FormaGuru using AWS AI services. Only session transcripts (not raw audio) are submitted for AI processing. All processing stays entirely within AWS's secure Australian infrastructure. AWS is contractually

prohibited from using your data for AI model training. Session transcripts are stored in AWS Australia until the session is marked as reviewed; after review the transcript is deleted and only field mappings are retained. Account information and client records are stored with cloud infrastructure providers in Australia — no session content is held in this layer. All data remains in Australia.

7.3 Data Retention: Audio files are immediately deleted after transcription. Transcripts are retained until the session is marked as reviewed; once reviewed, the transcript is deleted and only field mappings are retained. Filled forms are not stored — they are generated on-demand when downloaded. You can delete sessions, clients, or your entire account at any time, which permanently removes all associated data (transcripts, field mappings, and audio) immediately.

7.4 Deletion Rights: You have the right to delete your account and all associated data at any time through your account settings. You also have the right to delete individual sessions, clients, or templates. If a client requests deletion of their personal information, you can delete their client record, which permanently removes the client and all associated sessions, transcripts, and field mappings immediately. You are responsible for handling client deletion requests in accordance with your professional and legal obligations. Data deletion is permanent.

8. Fees and Payment

Pricing for FormaGuru is displayed on our website. By creating an account and using the service, you agree to pay applicable fees. We may update pricing with reasonable notice. Fees are non-refundable except as required by law.

9. Limitation of Liability

9.1 "As-Is" Service: FormaGuru is provided "as is" without warranties of any kind. We do not warrant that the service will be accurate, complete, uninterrupted, or error-free.

9.2 AI Output Disclaimer: We explicitly disclaim liability for:

- Inaccurate, incomplete, or inappropriate AI-generated content
- Errors in transcription or form generation
- Consequences of relying on AI output for professional decisions
- Harm to clients or third parties resulting from AI-generated output
- Clinical or professional outcomes resulting from your use of the service

9.3 Liability Cap: To the maximum extent permitted by law, our total liability for any damages arising from these Terms or your use of the service is limited to fees you have paid in the previous 12 months.

9.4 Exclusion of Consequential Damages: We are not liable for indirect, incidental, special, consequential, or punitive damages, including lost profits, loss of business, or loss of data, even if we are advised of the possibility of such damages.

10. Indemnification

You agree to indemnify and hold harmless FormaGuru, its officers, directors, and employees from any claims, damages, or costs (including legal fees) arising from:

- Your violation of these terms or applicable laws
- Your unauthorized use of client data or breach of client consent requirements
- Your use of AI output for professional decisions without proper verification
- Any claim by a client or third party arising from your use of the service
- Your violation of professional standards or regulations

11. Suspension and Termination

11.1 Suspension: We may suspend your access to the service if we reasonably believe you are violating these terms, applicable laws, or professional standards.

11.2 Termination: Either party may terminate these terms at any time. Upon termination, you may no longer access the service, but you have the right to download or retrieve your data before termination.

11.3 Data Export: You have the right to request an export of your data at any time. To request a data export, please email us at **privacy@formaguru.ai** with the subject line "Data Export Request" and your username. Specify which data you need:

- **All data:** Your account profile, all clients, and all sessions with extracted field mappings
- **Clients only:** Your client records without session data
- **Sessions only:** All your sessions and extracted field mappings
- **Single client sessions:** All sessions and field mappings for a specific client (include client name in request)

We will process your request and provide the exported data as CSV files within 5 business days. Data exports do not include transcripts, templates, or internal S3 keys.

11.4 Data After Termination: You can request a data export before terminating your account (see section 11.3). Once you delete your account, all associated data including client information, sessions, transcripts, templates, and field mappings is permanently deleted immediately. Data deletion is irreversible. We recommend exporting your data before account deletion if you need to retain records.

12. Modification of Terms

We may modify these Terms of Service from time to time. We will notify you of material changes via email or through your account. Your continued use of the service constitutes acceptance of modified terms.

13. Governing Law and Dispute Resolution

For Australian Healthcare Accounts: If you utilize this Application to process patient health records or clinical session data within Australia, these Terms are governed by, and construed in

accordance with, the laws of the State of South Australia, Australia, and are subject to the Privacy Act 1988 (Cth) and applicable state health privacy legislations. You irrevocably submit to the exclusive jurisdiction of the courts of South Australia.

For All Other Accounts: For all other users and standard commercial tiers, these Terms are governed by, and construed in accordance with, the laws of the State of South Australia, Australia. You agree that any legal action arising from these terms must be brought in the competent courts of South Australia.

14. Contact

If you have questions about these Terms of Service, please contact us at:

Email: legal@formaguru.ai