Terms of service

Last updated October 30, 2026. Docability LLC. The current version is at docability.tech/terms.

These Terms of Service (these "**Terms**") govern your access to and use of the website, software, and related services (collectively, the "**Service**") provided by Docability LLC ("**Docability**," "**we**," "**us**," or "**our**"). By creating an account, uploading a document, or otherwise accessing or using the Service, you acknowledge that you have read and understood these Terms and agree to be bound by them.

If you access or use the Service on behalf of an organization, including a special district, municipality, school, or company, you agree to these Terms on its behalf and represent that you have the authority to do so. In that case, "**you**," "**your**," and "**Customer**" refer to that organization.

The Agreement and order of precedence. These Terms, any Quote (defined in Section 4.1), and our Privacy Policy together form the agreement between you and Docability (the "**Agreement**"). If you and Docability have signed a separate written service agreement, that agreement controls to the extent it conflicts with a Quote or these Terms, and these Terms apply only to matters it does not address. Otherwise, a Quote controls over these Terms to the extent they conflict, and Section 5 of these Terms controls over the Privacy Policy as to Customer Content.

1. The Service

1.1 Description.
Docability is web-based software that converts PDF files you upload into new, tagged PDF files designed to work with screen readers and other assistive technologies (each, an "**Output File**"). The Service uses automated and artificial-intelligence-assisted tools to generate suggested tags, alternative text, and document structure.

1.2 Supported formats.
The Service accepts PDF files only. Docability does not process web pages, word-processing documents, image files, or other formats, and does not provide website hosting, unless otherwise agreed in writing.

1.3 Flagged Items.
Certain content cannot be resolved automatically, including image alternative text, reading order and headings, tables, form fields, and scanned or image-based text ("**Flagged Items**"). The Service identifies Flagged Items for your review. For images, the Service generates draft alternative text; each draft is a Flagged Item for you to review, edit as needed, and approve. You may resolve Flagged Items while the Review Window described in Section 5.4 is open. You may also skip review, or approve a file with Flagged Items still open, but you remain responsible for resolving them before you publish the Output File, and Flagged Items left unresolved are not covered by Section 7.1.

1.4 Optional assistance.
Upon your request, Docability personnel may assist you in resolving Flagged Items. Such assistance may be subject to additional fees or turnaround times, which Docability will communicate to you in advance.

1.5 No audit or certification.
The Service does not include, and shall not be construed as, an accessibility audit or certification of any website or organization. Docability's only commitment about the accessibility of Output Files is the correction commitment in Section 7.1.

1.6 Changes to the Service.
Docability may update, improve, or otherwise modify the Service from time to time, provided it does not materially reduce the Service's core functionality during a paid term. If a change would materially reduce the functionality of the Service for which you have paid, Docability will give you at least thirty (30) days' notice, and you may terminate the affected plan by written notice before the change takes effect and receive a refund under Section 4.9.

1.7 Availability.
Docability will use commercially reasonable efforts to keep the Service available, but does not guarantee uninterrupted or error-free operation, and may suspend access for scheduled or emergency maintenance or because of events beyond its reasonable control.

2. Accounts and Eligibility

2.1 Eligibility.
You must be at least eighteen (18) years of age and legally capable of entering into a binding contract to use the Service. The Service is intended for use by organizations and their authorized personnel, contractors, and web developers.

2.2 Account obligations.
You shall:

a. provide accurate account information and keep it current;

b. keep your login credentials confidential, with each authorized user using an individual login; and

c. notify Docability promptly at hello@docability.tech if you believe your account has been accessed without authorization.

You are responsible for all activity that occurs under your account.

2.3 Use on behalf of clients.
You may use the Service to process documents on behalf of your clients, for example, if you are a web developer, district manager, or other vendor. If you do, you represent that you have each client's permission to upload its documents, and you are responsible for that permission. Your clients' documents count toward

your page allowance, and you remain responsible for your use of the Service and for all fees. Processing client documents in this way, including through a management account under Section 2.5, is not reselling the Service or sharing an account for purposes of Section 6.1. You may not give your clients or others your login credentials or sublicense access to the Service itself without Docability's written approval.

2.4 Authorized users.
You may allow your own employees, officials, and contractors acting on your behalf to use your account, each with an individual login. You are responsible for their actions and omissions under the Agreement as if they were your own, and for their compliance with it.

2.5 Management accounts.
Docability may set up a management account for a customer that manages documents for several organizations, such as a district manager or web developer (a "**Manager**"). Through it, the Manager can create organizations, invite each one's first administrator, and act inside an organization it manages with an administrator's powers, except uploading documents. Each organization's own users accept these Terms when they join. For an organization under a management account:

a. the organization is the Customer for its own Customer Content, which belongs to it and is handled under Section 5 on its behalf;

b. the organization authorizes the Manager to access and act on its documents and account, and its administrators can read a record of what the Manager does there;

c. unless a Quote says otherwise, the Manager is responsible for the fees for pages processed in the organizations it manages, and those pages count toward the Manager's page allowance; and

d. closing a management account does not close the organizations it manages, which are closed separately.

3. Customer Responsibilities and Accessibility Compliance

3.1 Our accessibility commitment.
Docability strives to help you meet your accessibility obligations by producing Output Files that meet WCAG 2.1 Level AA, as described in Section 7.1. If an Output File falls short, report it within thirty (30) days after download and Docability will correct it at no cost within thirty (30) days, or refund the affected pages if it cannot be corrected (Section 7.1). This commitment applies to individual Output Files only. Docability does not guarantee that any website, organization, or use of the Service complies with the Americans with Disabilities Act ("**ADA**"), Section 504 or Section 508 of the Rehabilitation Act of 1973, PDF/UA, or any other law, regulation, or standard, and does not guarantee compatibility with any particular assistive technology.

3.2 Customer responsibilities.
You remain solely responsible for your own legal compliance, including:

a. reviewing every Output File before you publish it;

b. resolving all Flagged Items accurately, including reviewing and correcting draft alternative text so that it is accurate and meaningful, and confirming reading order, headings, and table structure;

c. deciding which documents to remediate, archive, or remove, and when;

d. responding to accessibility complaints, requests for accommodation, and enforcement actions; and

e. determining which accessibility standards apply to you.

3.3 Output quality.

The accuracy of any Output File depends on the quality and structure of the original file. Assistance provided by Docability personnel with Flagged Items does not transfer any compliance responsibility to Docability.

3.4 No legal advice.

Nothing in the Service or in any communication from Docability constitutes legal advice.

4. Fees, Plans, and Payment

4.1 Fees.

Fees are charged per page and are set out in a written quote, proposal, or service agreement issued by Docability, or an online order that you accept (a "**Quote**"). Prices for the plan in your Quote are locked for the term stated in it.

4.2 Counting pages.

A "**page**" is one page of a PDF file accepted for processing through the Service. Each page accepted counts toward your allowance or is billed, including pages in files that are uploaded or reprocessed again and pages in files that fail to process or that you cancel, whether or not you download the Output File. Pages are not counted if Docability deletes the file earlier than Section 5.4 permits, or if they are reprocessed to correct a conformance problem that is covered by, and properly reported under, Section 7.1.

4.3 Plan options.

Your Quote will provide for one of the following:

a. **Annual page package.** A set number of pages per year at a reduced per-page rate. You may pay the full annual price at the start of each term, or in twelve (12) equal monthly payments (the annual price divided by 12). Unused pages expire at the end of the term and do not roll over.

b. **Pay per page.** A per-page rate, invoiced monthly after the end of each month for pages processed that month, with no minimum volume.

4.4 Term and renewal.

An annual page package runs for one year from the date stated in your Quote. It then renews for additional one-year terms unless either party gives written notice of non-renewal at least thirty (30) days before the term ends. Public-entity customers also have the rights in Section 9.8.

4.5 Additional pages.

If you use all pages in your annual package before the term ends, additional pages are billed at the per-page rate stated in your Quote or, if none is stated, at Docability's standard pay-per-page rate. You may instead upgrade to a larger package for the rest of the term, with the amount already paid credited toward the upgrade.

4.6 Payment terms and late payment.

Invoices are due within thirty (30) days of the invoice date. If you dispute an invoice in good faith, you must notify Docability in writing within thirty (30) days after the invoice date, or the invoice is deemed accepted, and you must pay the undisputed portion when due. If an undisputed invoice is more than thirty (30) days past due, Docability may pause your access after giving written notice, and will restore access once the balance is paid. Overdue amounts bear interest at 1.5% per month or the maximum rate allowed by law, if lower, and you will reimburse Docability's reasonable costs of collection, including attorneys' fees, to the extent permitted by law.

4.7 Taxes.

Fees exclude taxes. You are responsible for all sales, use, and similar taxes other than taxes on Docability's income. Customers that are exempt from tax should provide documentation of their exemption.

4.8 Renewal pricing.

Docability will give you at least sixty (60) days' written notice of any price change before a renewal term begins.

4.9 Refunds.

Except as stated in this Section, as required by law, or as stated in a signed service agreement, fees paid are non-refundable, and you remain responsible for the full price of an annual package for the term in which your plan ends. Docability will refund prepaid fees for the unused part of the term, prorated by full months remaining, if:

a. you terminate under Section 8.2 for Docability's uncured material breach;

b. Docability discontinues the Service or the plan you purchased;

c. you terminate under Section 1.6 because of a material reduction in the Service; or

d. you terminate under Section 9.1 because of a material adverse change to these Terms.

Refunds for individual files that cannot be made to conform are governed by Section 7.1. No refund is due if Docability terminates your account under Section 6.2 or Section 8.3.

5. Customer Content, Data, and Intellectual Property

5.1 Ownership.
You retain all rights in the files you upload, in the Output Files generated from them, and in any reports that accompany them (collectively, "**Customer Content**"). You grant Docability a limited, non-exclusive license to host, copy, process, modify, and display Customer Content solely as needed to provide and support the Service and to comply with law.

5.2 Your permissions.
You represent that you have all rights needed to upload Customer Content and permit its processing under the Agreement, and that doing so does not violate any law or any third party's rights.

5.3 Sensitive information.
The Service is designed for documents intended for public posting, such as agendas, minutes, budgets, notices, and teaching materials. It is not designed for protected health information, payment card data, Social Security numbers, financial account numbers, student education records, or other regulated or confidential personal data that requires special safeguards, and you shall not upload such data unless Docability has agreed in writing to handle it.

5.4 Retention, Review Window, and deletion.
After automatic processing completes, you may review each uploaded file for a review window that lasts three (3) days (the "**Review Window**"). During the Review Window, you may open the file, resolve Flagged Items, and approve it. The Output File and any accompanying report are created when you approve the file, or straight away if you skip review. Docability deletes the uploaded file, the Output File, and any accompanying report:

a. twenty-four (24) hours after the Output File is created; or

b. if you do not approve the file, at the end of the Review Window.

You may delete them at any time, and Docability may retain them longer only if you ask for a different period or if required by law. Because Docability does not keep long-term copies, you should keep your own copies of original files, Output Files, and any reports you want to keep. If a file has been deleted, you may upload it again for correction under Section 7.1. These periods apply to the copies Docability holds. Copies sent to the AI-processing provider described in Section 5.5 are held by that provider as described in our Privacy Policy (currently deleted within thirty (30) days, or kept up to two (2) years if flagged), not on this schedule. Further details are set out in our Privacy Policy.

5.5 Confidentiality.
Docability uses uploaded documents only to provide the Service. It does not sell Customer Content or share it with anyone, except hosting, AI-processing, and other service providers that help Docability operate the Service and are bound by written confidentiality and data-protection obligations, or as required by law. As part of the Service, the AI-processing provider receives page images and text of your documents to check and improve image descriptions and suggest layout and structure changes, as described in our Privacy Policy.

Docability is responsible for those providers' compliance with this Section. Each party will also keep the other's non-public business information confidential and use it only for the Agreement, except information that is public, already known to the receiving party, or required to be disclosed by law, including public records laws that apply to public-entity customers.

5.6 Security.

Docability maintains commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Content. If Docability becomes aware of unauthorized access to Customer Content, it will notify you without undue delay, take reasonable steps to investigate and limit the effect, and reasonably cooperate with any notices you are legally required to give. No system is completely secure, and Docability does not guarantee that unauthorized access will never occur.

5.7 Docability property.

Docability owns the Service, including its software, methods, and website, and the Docability name and logo. These Terms do not grant you any right in any of the foregoing except the right to use the Service as described in the Agreement.

5.8 Feedback.

If you or your users provide suggestions or feedback about the Service, Docability may use them without restriction or payment. Feedback does not include Customer Content.

5.9 Public records and legal process.

If you are a public entity, you remain responsible for your own public-records and records-retention obligations. Docability is not the custodian of your records. If Docability receives a request or legal process seeking your Customer Content, it will, where legally permitted, notify you promptly and reasonably cooperate with your response, at your expense.

5.10 Reference.

Docability will not name you as a customer in its marketing without your written permission.

6. Acceptable Use

6.1 Restrictions.

Except as expressly permitted by Section 2.3, you and your authorized users shall not:

a. let anyone other than your authorized users access or use the Service, or share login credentials;

b. resell, sublicense, or provide the Service to others without Docability's written approval, or exceed your plan limits through workarounds;

c. upload files you do not have the right to process, or that contain malicious code or unlawful material;

d. copy, reverse engineer, or attempt to recreate the software, or use the Service to develop a competing product or service;

e. interfere with the security or operation of the Service, including through automated scraping or excessive requests; or

f. represent any Output File as certified compliant by Docability.

6.2 Enforcement.

Docability may suspend a user's access, or remove content, for a violation of this Section 6 after notifying you. If the violation can be cured and does not threaten the security of the Service, other users, or Docability's legal compliance, Docability will give you a reasonable opportunity to cure first. Otherwise, Docability may act immediately, without prior notice, and will notify you afterward. On request, Docability will give you a written explanation of the basis for any suspension, removal, or termination under this Section 6.

7. Accessibility Standard, Disclaimers, Limitation of Liability, and Indemnification

7.1 Accessibility Standard and corrections.

Docability strives to produce Output Files that meet the success criteria of the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA that apply to PDF documents and can be evaluated in a static PDF file (the "**Accessibility Standard**"), and uses commercially reasonable efforts to meet that standard for every Output File. Automated and AI-assisted remediation cannot identify every access barrier, and Docability does not guarantee that every Output File will fully conform to the Accessibility Standard. If an Output File does not meet the Accessibility Standard, Docability will correct it at no cost:

a. **Reporting.** Notify Docability by email within thirty (30) days after downloading the file. The notice must include the original file, the Output File, the specific success criteria or issues alleged, and the testing results relied on, so Docability can reproduce the issue.

b. **Correction.** Docability will use commercially reasonable efforts to deliver a corrected file that meets the Accessibility Standard within thirty (30) days after receiving a complete notice.

c. **Refund if it cannot be corrected.** If Docability cannot correct the file within sixty (60) days after receiving a complete notice, it will refund the fees paid for the affected pages, and that refund ends Docability's obligation for that file.

d. **No charge.** Corrected pages are not billed and do not count against your page allowance.

This correction commitment does not cover: (a) content an authorized user entered or approved during the Flagged Item review, such as alternative text wording or reading-order choices, where the user's choice caused or contributed to the issue, including any Flagged Item the user did not resolve or marked as reviewed; (b) changes made to an Output File after download; (c) problems in the substance of the original document, such as its wording or the colors and images chosen by its author, that cannot be corrected through tagging or structure; (d) source files that are corrupted, encrypted, or of too low a quality to process reliably, and languages or content types the Service does not support; (e) failures caused by third-party

software, assistive technology, or viewing tools; and (f) web pages, websites, or any files not processed through the Service. This Section 7.1 states your sole and exclusive remedy for any failure of an Output File to meet the Accessibility Standard.

7.2 Disclaimer of warranties.

EXCEPT FOR THE CORRECTION COMMITMENT IN SECTION 7.1, THE SERVICE AND ALL OUTPUT FILES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, DOCABILITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DOCABILITY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT AUTOMATED OR AI-GENERATED SUGGESTIONS WILL BE ACCURATE OR COMPLETE, OR THAT ANY OUTPUT FILE OR USE OF THE SERVICE WILL SATISFY THE ADA OR ANY OTHER LAW OR STANDARD.

7.3 Limitation of liability.

TO THE FULLEST EXTENT PERMITTED BY LAW, AND SUBJECT TO SECTION 7.4: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; (B) DOCABILITY SHALL NOT BE LIABLE FOR ANY CLAIM, DEMAND, FINE, PENALTY, OR DAMAGES (INCLUDING ATTORNEYS' FEES) THAT A THIRD PARTY OR GOVERNMENT AGENCY ASSERTS AGAINST YOU RELATING TO ACCESSIBILITY, OTHER THAN PROVIDING THE REMEDIES IN SECTION 7.1; AND (C) DOCABILITY'S TOTAL LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE, HOWEVER ARISING, SHALL NOT EXCEED THE GREATER OF THE FEES YOU PAID TO DOCABILITY IN THE TWELVE (12) MONTHS BEFORE THE CLAIM AROSE OR ONE THOUSAND DOLLARS ($1,000). THIS LIMIT APPLIES IN THE AGGREGATE AND IS NOT INCREASED BY THE NUMBER OF CLAIMS.

7.4 Exceptions.

Section 7.3 does not limit: (a) liability for gross negligence, willful misconduct, or fraud; (b) liability that cannot be limited under applicable law; (c) a party's breach of its confidentiality obligations, except that Docability's total liability for all breaches of Section 5.5 and for any data security incident is limited to two (2) times the limit in Section 7.3(C); (d) your unauthorized use of the Service in violation of Section 6; (e) your obligation to pay fees due; or (f) your obligations under Section 7.5.

7.5 Indemnification by you.

To the extent permitted by law, you shall defend and indemnify Docability against third-party claims, and the resulting losses and expenses (including reasonable attorneys' fees), arising from:

a. documents uploaded by you or your authorized users, including claims that they infringe or violate others' rights or applicable law, or your breach of Section 5.2 or Section 5.3;

b. your use of the Service in violation of Section 6; or

c. your use of the Service on behalf of a client without that client's permission (Section 2.3).

If you are a public entity that is prohibited by law from providing indemnification, this Section 7.5 does not apply to you, and each party is responsible for its own acts and omissions.

7.6 Procedure.

A party seeking indemnification must give the other prompt written notice of the claim, allow the indemnifying party to control the defense and settlement (except that it may not settle in a way that admits fault by, or imposes obligations on, the other party without that party's consent), and reasonably cooperate at the indemnifying party's expense.

8. Term and Termination

8.1 Term.

These Terms take effect when you first access or use the Service and continue to apply to your account until the account is closed or terminated under this Section 8. A paid plan runs and renews as described in Section 4.4 and your Quote. You may stop using the Service at any time, but stopping use does not by itself close your account or reduce fees owed. You may close your account at any time by written notice to Docability (email is sufficient). Docability may close an account that has no paid plan and no activity for twelve (12) months after giving you thirty (30) days' notice.

8.2 Termination for breach.

Either party may terminate the Agreement, including any paid plan, if the other party materially breaches it and does not cure the breach within thirty (30) days after written notice describing the breach in reasonable detail. Docability may also terminate immediately by written notice if you become insolvent or subject to a bankruptcy or similar proceeding, or if your use of the Service violates Section 6 and is not corrected within ten (10) days after notice.

8.3 Pay-per-page plans.

If you are on pay-per-page billing, you may terminate at any time with thirty (30) days' written notice and pay only for pages already processed. Docability may terminate a pay-per-page plan by giving sixty (60) days' written notice.

8.4 Suspension.

Docability may suspend access for a violation of Section 6 as provided in Section 6.2, and for non-payment as provided in Section 4.6.

8.5 Effect of termination.

Upon termination or expiration, your access to the Service ends. You pay any fees owed through the termination date, and refunds, if any, are governed by Section 4.9. Output Files already downloaded remain yours to keep and use, and the correction commitment in Section 7.1 continues to apply to them for the period stated there. Any Customer Content still retained is deleted according to Section 5.4, unless Docability terminated your account for a violation of Section 6 involving that content, in which case Docability may delete it sooner.

8.6 Survival.
The following survive any termination or expiration of the Agreement: Sections 3, 4 (as to fees accrued and refunds owed), 5, 6, 7, 8.5, 8.6, and 9.

9. General Terms

9.1 Changes to these Terms.
Docability may update these Terms. Docability will post the updated Terms with a new effective date and, for material changes, will notify account holders by email at least thirty (30) days in advance. Updated Terms apply to an annual page package from its next renewal, and to pay-per-page billing thirty (30) days after the notice, except for changes that are required by law or that do not reduce your rights or increase your obligations, which may take effect sooner. If a change that applies during a term materially and adversely affects you, you may terminate the affected plan by written notice before the effective date and receive a refund under Section 4.9. Docability will ask each user to accept updated Terms when they next sign in and keeps a record of that acceptance, which does not make the updated Terms apply to a paid plan sooner than this Section provides. If you do not terminate, your continued use of the Service after the effective date also constitutes acceptance of the updated Terms. Updated Terms do not change a signed service agreement unless both parties agree in writing.

9.2 Governing law and venue.
These Terms are governed by the laws of the State of Utah, without regard to its conflict-of-laws rules. The state and federal courts located in Utah have exclusive jurisdiction over any dispute arising under the Agreement, and each party consents to their jurisdiction. However, if the law applicable to a public-entity customer requires that its agreements be governed by the law of its own state or that disputes be heard in its own state's courts, that law and venue apply to that customer instead, to the extent so required.

9.3 Entire agreement.
The Agreement is the entire agreement between you and Docability regarding the Service and supersedes all prior or contemporaneous understandings about it. Docability may update these Terms only as provided in Section 9.1. Any other change to the Agreement must be in a writing signed by both parties.

9.4 Independent parties.
The parties are independent contractors. Nothing in the Agreement creates a partnership, joint venture, or employment relationship.

9.5 Severability and waiver.
If any provision of these Terms is found unenforceable, it is limited to the minimum extent necessary and the remaining provisions remain in full force and effect. A party's failure to enforce any provision is not a waiver of it.

9.6 Assignment.

Neither party may assign the Agreement without the other's written consent, which will not be unreasonably withheld, except to a successor that acquires substantially all of its business and assumes its obligations under the Agreement, with written notice to the other party.

9.7 Events outside control.

Neither party is responsible for delays or failures caused by events beyond its reasonable control, such as outages, natural disasters, or failures of internet or hosting providers, except for the obligation to pay fees due.

9.8 Public-entity customers.

If you are a public entity: (a) nothing in the Agreement waives any governmental immunity or any limitation on liability that applies to you by law; and (b) your payment obligations extend only to the term for which funds have been appropriated, and you may decline to renew a plan, including because funds have not been appropriated, without penalty, by giving notice as soon as reasonably practicable.

9.9 Notices.

Docability may send notices to you by email to your account address or through the Service. You must send notices to Docability by email to the address in Section 10. An email notice is effective on the next business day after it is sent.

9.10 No third-party beneficiaries.

The Agreement does not create any third-party beneficiary rights. Your clients and authorized users are not parties to the Agreement and have no direct rights under it.

10. Contact

Docability LLC
hello@docability.tech
docability.tech