

WheresIt Terms of Service

Visaya Business Systems

Effective Date: June 27, 2026

1. Acceptance of Terms

By accessing or using WheresIt ("the App"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, do not use the App.

These Terms constitute a legally binding agreement between you and Visaya Business Systems ("we", "us", "our").

2. Description of Service

WheresIt is a home inventory application that allows users to:

- Catalog belongings across multiple properties using AI-powered photo scanning
 - Organize items by site, location, sub-location, and container
 - Search for items and find their exact storage location
 - Share inventory access with invited family members or household members
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3. Account Registration

To use WheresIt you must create an account. You agree to:

- Provide accurate and complete registration information
- Maintain the security and confidentiality of your password
- Notify us immediately of any unauthorized access to your account
- Accept responsibility for all activity that occurs under your account

You may not create accounts for others without their consent, or create multiple accounts for the purpose of circumventing service limits.

4. Acceptable Use

You agree to use WheresIt only for lawful personal or household inventory purposes. You agree NOT to:

- Upload content that is illegal, harmful, or violates the rights of others
- Attempt to gain unauthorized access to other users' accounts or data
- Use the App to store or catalog illegal items or substances
- Reverse engineer, decompile, or attempt to extract the App's source code
- Use automated tools to scrape, crawl, or abuse the App's services
- Resell or sublicense access to the App without written permission

5. Invited Users and Family Sharing

The primary account holder ("Owner") may invite additional users to access their sites. By accepting an invitation:

- Invited users agree to these Terms of Service
- Invited users may view and search inventory within sites they are granted access to
- The Owner is responsible for managing and revoking access to invited users
- Invited users must not share their access credentials with others

6. Photos and Content

You retain ownership of all photos and content you upload to WheresIt. By uploading content, you grant Visaya Business Systems a limited license to store, process, and display that content solely for the purpose of providing the WheresIt service to you.

Photos are shared with our AI provider (Anthropic) for item recognition as described in our Privacy Policy. You represent that you have the right to upload all content you submit.

7. AI-Generated Descriptions

Item descriptions and keywords are generated automatically using artificial intelligence. These descriptions may not always be accurate or complete. You acknowledge that:

- AI-generated descriptions are provided as a convenience, not a guarantee
- You should review and correct descriptions where accuracy is important
- We are not liable for errors in AI-generated item descriptions

8. Subscription and Payment

WheresIt currently offers a free tier during its testing and early access phase. Paid subscription plans may be introduced in the future. If a subscription is required:

- You will be notified in advance of any changes from free to paid service
- Subscription fees will be clearly disclosed before any charge
- Cancellation and refund terms will be provided at the time of subscription

We reserve the right to modify pricing with reasonable advance notice to registered users.

9. Data and Privacy

Your use of WheresIt is also governed by our Privacy Policy, which is incorporated into these Terms by reference. By using the App you consent to the data practices described in our Privacy Policy.

10. Service Availability

We strive to provide reliable service but do not guarantee uninterrupted availability. We reserve the right to:

- Perform maintenance that may temporarily interrupt service
- Modify or discontinue features with reasonable notice
- Suspend or terminate accounts that violate these Terms

We will make reasonable efforts to notify users of planned downtime or significant changes.

11. Disclaimers

WheresIt is provided "as is" without warranties of any kind, express or implied. We do not warrant that:

- The App will be error-free or uninterrupted
- AI-generated item descriptions will be accurate or complete
- Data stored in the App will never be lost or corrupted

You use the App at your own risk. We strongly recommend maintaining your own records for items of significant value.

12. Limitation of Liability

To the maximum extent permitted by applicable law, Visaya Business Systems shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of WheresIt, including but not limited to loss of data, loss of items due to inaccurate descriptions, or service interruptions.

Our total liability to you for any claim arising from use of the App shall not exceed the amount you paid us in the twelve months preceding the claim.

13. Termination

You may terminate your account at any time by contacting us or using the account deletion feature in the App. We may suspend or terminate your account if you violate these Terms.

Upon termination, your right to use the App ceases immediately. We will handle your data in accordance with our Privacy Policy.

14. Changes to Terms

We may update these Terms from time to time. We will notify registered users of material changes via email or in-app notice at least 14 days before the changes take effect. Continued use of the App after that date constitutes acceptance of the updated Terms.

15. Governing Law

These Terms shall be governed by and construed in accordance with applicable law. Any disputes arising under these Terms shall be resolved through good-faith negotiation between the parties before pursuing any legal remedy.

16. Contact Us

For questions about these Terms, please contact:

Visaya Business Systems

Email: legal@wheresit.app