

Terms of Service

Subscription Services Agreement

Document Version	v1.2 — April 2026 (§5.2 expanded: AI data controls explicitly documented)
Effective Date	April 1 st , 2026
Company	The QMS Collective, LLC
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Jurisdiction	State of Idaho, United States

1 Acceptance of Terms

By purchasing a subscription, accessing the QMS Collective subscriber portal, or using any AI-powered QMS tool provided by The QMS Collective, LLC ("we," "us," or "the Company"), you ("Subscriber") agree to be bound by these Terms of Service. If you do not agree, do not purchase a subscription or use the services.

These Terms apply to all subscription tiers — Foundation, Active, and Partner — as well as any standalone tool access or advisory services accessed through the subscriber portal.

2 Description of Services

The QMS Collective provides the following services under subscription:

2.1 AI-Powered QMS Tool Suite

Subscribers receive browser-based access to a suite of HTML-based quality management tools hosted at tools.theqmscollective.com. The current tool suite includes:

CAR / Corrective Action Tool	Log and manage corrective action requests from initiation through verification of effectiveness. Available on all tiers.
Gap Analysis Tool	Assess current QMS posture against ISO 9001:2026 CD2 requirements. Available on all tiers.
Audit Planning Tool	Generate risk-weighted audit plans and checklists with AI assistance. Produce formal audit reports. Available on all tiers.

Problem Solving Tool	Structured 5-Why and 3-Legged 5-Why root cause analysis with AI validation and corrective action recommendations. Available on all tiers.
Training Manager Tool	Track personnel training records, completion status, and competency requirements. Produces training matrix for audit evidence. Active and Partner tiers only.
Calibration Manager Tool	Manage calibration schedules, records, and out-of-tolerance events. Produces calibration register for audit evidence. Active and Partner tiers only.
Documentation Manager Tool	A tool to manage and track all of your QMS documentation. Track approvals and maintain a Master List of Documents.

Tool availability Foundation tier includes 4 tools: CAR/Corrective Action, Gap Analysis, Audit Planning, and Problem Solving. Active and Partner tiers include all 7 tools. See Section 4 for tier details.

2.2 Advisory Services

Active and Partner tier subscribers receive scheduled advisory access to Clayton M. Kuehl, Principal Consultant, including quarterly or monthly calls as defined by their tier. Advisory services are delivered remotely unless otherwise agreed in writing.

2.3 AI-Generated Content

Several tools use the Anthropic Claude AI model to generate recommendations, analysis, root cause hypotheses, and draft documents. All AI-generated content is clearly labeled within each tool. AI-generated content is a starting point for qualified human review — not a finished work product. See Section 7 for the full AI disclaimer.

3 Subscriber Accounts

A subscriber account is created automatically upon successful subscription purchase through the Wix Members Area. You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account.

Accounts are non-transferable. Sharing login credentials with other individuals or organizations is prohibited and may result in immediate account termination without refund.

You agree to provide accurate, current, and complete information during registration and to update that information if it changes.

4 Subscription Tiers, Billing & Cancellation

Note: Our Subscription Plans have not been released yet but will be soon. Until they are released, these T&C's do not apply. – April 2026.

4.1 Subscription Plans

Foundation	\$197/month (or \$2,127.60/year with annual prepayment — saves 10%). Includes 4 AI QMS tools, monthly Q&A call (30 min), document templates library, and email support.
Active	\$397/month (or \$4,287.60/year with annual prepayment — saves 10%). Includes all 6 tools, quarterly advisory call (60 min), audit planning support, management review support, CAR/corrective action review, and priority response.
Partner	\$797/month (or \$8,607.60/year with annual prepayment — saves 10%). Includes all 6 tools, monthly advisory call (90 min), unlimited email advisory, document review (up to 3/month), and annual QMS health check.

Pricing These are the current published prices. Prices are subject to change with 30 days written notice to active subscribers.

4.2 Free Trial

Every subscription tier includes a 7-day free trial. Free trial terms:

Access during trial	Full access to all tools and features included in your selected tier from the first day of the trial.
Payment method	A valid payment method is required at signup. You will not be charged during the 7-day trial period.
Automatic conversion	If you do not cancel before the end of the 7-day trial period, your subscription billing begins automatically at the applicable monthly rate.
Cancellation during trial	Cancel at any time before the trial ends and you will not be charged. Access continues until the end of the trial period.
One trial per subscriber	Free trials are available to new subscribers only. One trial per email address.

4.3 Billing

Subscriptions are billed monthly in advance on the date of initial purchase (or annually if annual prepayment is selected). Payment is processed through Stripe via the Wix checkout. By providing payment information, you authorize us to charge the applicable subscription fee on a recurring basis until cancellation.

4.4 Cancellation

You may cancel your subscription at any time through the Wix Members Area or by contacting us at clayton.kuehl@theqmscollective.com. Cancellation takes effect at the end of the current billing period. No partial-period refunds are provided.

Upon cancellation, your access to the subscriber portal and all gated tools is revoked at the end of the billing period. Your data remains in your possession — it is stored in your own Excel files and browser localStorage, not on our servers.

4.5 Refunds

We do not offer refunds for subscription fees already charged, except at our sole discretion in cases of billing error. If you believe a billing error has occurred, contact us within 14 days of the charge at clayton.kuehl@theqmscollective.com.

5 Data, Privacy & Client Data Ownership

The QMS Collective is designed around a privacy-by-architecture model. Your operational data — CAR records, training logs, calibration registers, audit findings, and all other content you enter into the tool suite — is stored in two places only: your browser's localStorage and the Excel files you choose to export. We do not store, access, or transmit your operational data to any server.

5.1 What We Collect

Account information	Name, email address, and payment information collected at subscription. Payment data is processed and stored by Stripe — we do not store full payment card details.
Usage data	Basic usage analytics through Wix and any analytics tools enabled on our website. This may include page views and session data.
Tool content	We do not collect or retain any content you enter into the QMS tools. All tool data stays in your browser and your Excel files.

5.2 AI Data Processing — What Is Sent and What Is Not

When you use an AI feature in any tool, a specific subset of your session content is sent to the Anthropic Claude API via our secure proxy at api.theqmscollective.com to generate the AI response. The following controls are in place:

PRIVACY CONTROL: Consent required: Every AI feature requires explicit in-tool acknowledgment before any data is transmitted. A clear notice is presented describing exactly what will be sent. You must click "I Understand — Proceed" before transmission occurs.

PRIVACY CONTROL: Identifying information stripped: Organization names, employee names, part numbers, customer names, and auditor names are automatically removed from all AI prompts before transmission. The AI receives only the quality content needed for analysis — never your organization's identity.

The following table defines precisely what is and is not sent to the Anthropic API for each AI-enabled tool:

TOOL	WHAT IS SENT	WHAT IS NOT SENT
Gap Analysis Tool	Assessment scores (0/2/4), gap descriptions you enter, section scores, readiness level	Organization name, preparer name, assessment date
Audit Planning Tool	Audit type, standard selected, clauses in scope, risk context fields (anonymized), previous finding summaries	Organization name, auditor name, specific part numbers or customer names
Problem Solving Tool	Problem description, why chain entries, containment actions	Organization name, employee names, part numbers, customer names

5.2.1 Anthropic Data Handling

API submissions to Anthropic are subject to Anthropic's Terms of Service and Privacy Policy (anthropic.com/privacy). Key provisions as of the effective date of these Terms:

Model training	Anthropic does not use API inputs or outputs to train its models by default under the API Terms of Service.
Data retention	Anthropic may retain API request data for a limited period for trust and safety monitoring purposes.
No resale	Anthropic does not sell API data to third parties.
Your responsibility	Do not include ITAR-controlled technical data, personally identifiable information, or confidential proprietary specifications in AI prompts. The stripping controls above remove common identifiers, but you are responsible for the content of your gap descriptions, problem statements, and risk context fields.

5.2.2 Proxy Security

All AI requests pass through our Cloudflare Worker proxy at api.theqmscollective.com. This proxy holds the Anthropic API key in encrypted environment variables — the key is never exposed in any tool file, web page, or client-accessible resource. The proxy does not log, store, or cache request content.

5.3 Your Data Rights

You own all data you create using the tool suite. Upon cancellation, you retain full access to any Excel files you have exported. There is no data held by us to delete upon cancellation because we do not store your operational data.

Privacy Policy Our full Privacy Policy is published at www.theqmscollective.com/privacy and is incorporated into these Terms by reference.

6 Acceptable Use

You agree to use the tool suite and advisory services only for lawful quality management purposes within your own organization. You may not:

Resell or sublicense	Resell, sublicense, or share access to the tool suite or portal with third parties.
Reverse engineer	Attempt to reverse engineer, decompile, or extract the source code of any tool.
Misrepresent outputs	Represent AI-generated content as having been reviewed and approved without actually completing a qualified human review.
Abuse advisory access	Use advisory access for purposes outside the scope of quality management consulting.
Exceed scope	Use tools for purposes materially different from their stated function as described in Section 2.
Submit controlled data	Submit ITAR-controlled technical data, export-controlled information, or classified information through any AI feature.

7 AI-Generated Content Disclaimer

REVIEW REQUIRED: This section is particularly important. Read it carefully before publishing. It is your primary liability protection regarding AI output.

The QMS Collective tool suite (when released – see note in section 4 above) uses AI to generate recommendations, analysis, root cause hypotheses, audit questions, corrective action suggestions, and draft documents. The following limitations apply to all AI-generated content:

Not professional advice	AI-generated content does not constitute professional QMS consulting advice. It is a tool output that requires qualified human review.
No audit outcome guarantee	AI-generated audit plans, checklists, and findings do not guarantee any specific outcome at a registrar or customer audit.
ISO 9001:2026 draft status	Gap analysis outputs are based on ISO 9001:2026 Committee Draft 2 (January 2025). Requirements are subject to change prior to final publication.
Human review required	All AI-generated content must be reviewed, verified, and approved by a qualified QMS professional before use in any compliance, corrective action, or customer-facing context.
No liability for AI errors	The QMS Collective is not liable for decisions made based on AI-generated content without appropriate human review and verification.
No liability for submitted content	The QMS Collective is not liable for any consequences arising from a subscriber submitting controlled, confidential, or sensitive information through AI features contrary to these Terms.

8 Limitation of Liability

To the maximum extent permitted by applicable law, The QMS Collective, LLC and Clayton M. Kuehl shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of the services, including but not limited to: loss of data, audit failures, customer nonconformances, or regulatory findings.

Our total liability to you for any claim arising from these Terms or your use of the services shall not exceed the total subscription fees paid by you in the three months preceding the claim.

The services are provided "as is" and "as available." We make no warranty that the services will be uninterrupted, error-free, or that AI-generated content will be accurate or complete.

9 Changes to These Terms

We reserve the right to modify these Terms at any time. Material changes will be communicated to active subscribers via email at least 30 days before taking effect. Continued use of the services after the effective date constitutes acceptance of the revised Terms. If you do not accept the revised Terms, you may cancel your subscription before the effective date.

10 Governing Law & Disputes

These Terms are governed by the laws of the State of Idaho, United States, without regard to conflict of law principles. Any dispute arising from these Terms shall be resolved through good-faith negotiation first. If negotiation fails, disputes shall be submitted to binding arbitration in Kootenai County, Idaho.

11 Contact

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