

VeriX — Legal Documents

Changelog: Counsel Follow-up (2026-08-03)

Branches:

- `feature/legal-docs-counsel-followup` (`nexus33-frontend`, off `origin/development`), commits `0fabe93e` + `664008ab`, pushed — PR pendiente de abrir.
- `fix/add-marketing-consent-to-legal-list` (`nexus33-app-verix`, off `origin/development`), commit `65394e8`, pushed — PR pendiente de abrir.

Este changelog cubre **únicamente** los cambios de esta ronda: gaps de texto legal identificados en (a) el memo interno de revisión (`Verix_Legal_Documentation_Review_Memo.docx`, 24 jul, 29 hallazgos) que nunca se incorporaron al HTML, y (b) recomendaciones puntuales de texto del memo de respuesta del abogado (`Verix July 27 Questions Memorandum-respuesta-abogado.pdf`). No cubre la ronda anterior de resolución de placeholders (ver `resumen de cambios.jpg` para esa).

Nota: no soy abogado. Este texto se redactó para cerrar gaps que el propio abogado y la revisión interna ya habían señalado como válidos, en el mismo estilo/tono del resto de cada documento — pero antes de tratarlo como definitivo debería pasar una revisión final de Cerrud Law.

Nota de reenumeración: al insertar secciones nuevas en Terms of Service y HIPAA/PII Statement, todas las secciones posteriores se reenumeraron (+1). Si algún contrato o comunicación externa cita un número de sección específico de estos dos documentos, verificar que siga apuntando a lo correcto.

Terms of Service

Sección	Antes	Después
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§5 (nueva) — Non-Reliance and Assumption of Responsibility	<i>(no existía)</i>	"By using the Application, you acknowledge and agree that: (a) you have not relied, and will not rely, on the Application, its outputs, or any communication from Nexus as legal, regulatory, or compliance advice; (b) you retain your own independent obligation to know, interpret, and apply applicable DOT and modal-agency regulations and your employer's policies; and (c) every testing, employment, safety, and compliance decision is made by your organization's own authorized personnel, exercising independent judgment, and is not made by Nexus or the Application. This acknowledgment is a material inducement for Nexus to make the Application available to you and is in addition to, not in place of, the disclaimers elsewhere in these Terms and in the AI & Decision-Support Disclaimer."
§6 (antes §5) — Regulatory Disclaimer	"...Nothing in the Application constitutes an interpretation, opinion, or determination of any regulatory agency. Final interpretation of any regulation remains with the applicable agency and with the employer and its counsel."	<i>(mismo texto)</i> + "Verix is not affiliated with, endorsed by, or approved by the U.S. Department of Transportation or any operating administration."
§10 (antes §9) — Customer Data	"As between the parties, incident records, reports, and uploaded evidence submitted under a paid organizational account belong to the contracting customer, subject to the license granted to Nexus to host, process, and display such data as necessary to provide the service. Data handling is further described in the Privacy Policy and, for enterprise customers, the Enterprise Data Processing Addendum."	<i>(mismo párrafo)</i> + nuevo párrafo: "For individual or free accounts not associated with a paid organizational subscription, Nexus acts as the data controller as described in the Privacy Policy; the account holder nonetheless retains the right to access and export their own incident records in accordance with the Privacy Policy."

§13 (antes §12) — Limitation of Liability	4 bullets, terminando en "...THESE LIMITATIONS APPLY REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE." (sin excepciones)	(<i>mismos 4 bullets</i>) + 5º bullet: "NOTHING IN THIS SECTION LIMITS EITHER PARTY'S LIABILITY, TO THE EXTENT SUCH LIABILITY CANNOT BE LIMITED UNDER APPLICABLE LAW, FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, BREACH OF CONFIDENTIALITY OBLIGATIONS, INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 14."
§15 (antes §14) — Dispute Resolution; Arbitration	"...seated in Orange County, Florida, before a single arbitrator."	"...seated in Orange County, Florida (Orlando, Florida), before a single arbitrator."

End User License Agreement (EULA)

Sección	Antes	Después
§1 — License Grant	"Subject to this Agreement and payment of applicable fees, Nexus 33 Group LLC grants you..."	"Subject to this Agreement and, where applicable, payment of fees, Nexus 33 Group LLC grants you..."
§11 — Limitation of Liability	"...NEXUS'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY YOU FOR THE APPLICATION IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR ONE HUNDRED U.S. DOLLARS (US \$100), WHICHEVER IS GREATER."	(<i>mismo texto</i>) + "NOTHING IN THIS SECTION LIMITS EITHER PARTY'S LIABILITY, TO THE EXTENT SUCH LIABILITY CANNOT BE LIMITED UNDER APPLICABLE LAW, FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, BREACH OF CONFIDENTIALITY OBLIGATIONS, OR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS."
§12 — Termination	"...Sections 2, 5, 6, and 8 through 13 survive."	"...Sections 2, 4, 5, 6, and 8 through 13 survive." (agrega la Sección 4, Prohibited Use)

AI & Decision-Support Disclaimer

Sección	Antes	Después
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§4 — No Legal Advice or Regulatory Interpretation	"Nothing within Verix constitutes legal advice... should consult qualified counsel regarding specific situations."	<i>(mismo texto)</i> + "Verix is not affiliated with, endorsed by, or approved by the U.S. Department of Transportation or any operating administration, including the FAA, FMCSA, FTA, FRA, PHMSA, or the U.S. Coast Guard."
§5 — AI-Assisted Features, lista	4 bullets (Human-in-the-loop, Transparency, Model limitations, Data use)	<i>(mismos 4 bullets)</i> + 5º bullet: "Regulatory scope: where AI-assisted features are activated for a customer with employees in a jurisdiction with an AI-in-employment statute — including the Colorado AI Act's obligations for 'high-risk' artificial intelligence systems used in consequential decisions, and the Illinois Human Rights Act as amended by Illinois HB 3773, which requires notice to employees when AI is used in employment-related decisions — Nexus will provide the notices, documentation, and human-in-the-loop safeguards those statutes require before activating such features for the affected customer."
§7 — Placement Guidance	4 bullets (Primary Disclaimer, Decision Authority statement, AI disclosure, Footer language)	<i>(mismos 4 bullets)</i> + nuevo bullet: "No-affiliation statement: the Application's About screen and account onboarding, alongside the Decision Authority statement."

HIPAA / PII Statement

Sección	Antes	Después
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§3 (nueva) — Americans with Disabilities Act (ADA) Considerations	<i>(no existía — el documento saltaba directo de "§2 Verix Is Not Intended for PHI" a "§3 User Obligations")</i>	"HIPAA's Privacy Rule generally does not apply to an employer's own employment records, including most DOT drug and alcohol testing records, under HIPAA's 'employment records' exception. Where an incident record created within the Application contains medical-adjacent information about a specific employee (for example, a note that an employee was transported for medical attention), the Americans with Disabilities Act, 42 U.S.C. § 12112(d), is the statute most likely to govern that information. The ADA requires that employee medical information be collected and maintained on separate forms, kept in separate, confidential medical files apart from the employee's general personnel file, and disclosed only in narrow, statutorily defined circumstances. Customers are responsible for configuring and using the Application, including access controls and file segregation, consistently with the ADA's confidentiality requirements, independent of and in addition to the HIPAA-related obligations described in this Statement."
§4-6 (antes §3-5)	User Obligations / Personally Identifiable Information / Contracted PHI Configurations	<i>(mismo contenido, solo reenumerado +1 por la nueva §3)</i>

Privacy Policy

Sección	Antes	Después
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§6 — Data Ownership	"For paid organizational accounts, incident records, reports, and uploaded evidence belong to the contracting customer. Nexus retains exclusive ownership of the Application's software, workflows, decision logic, user interface, trademarks, and all associated intellectual property."	"For paid organizational accounts, incident records, reports, and uploaded evidence belong to the contracting customer. For individual or free accounts, Nexus is the data controller as described in Section 1, and the account holder retains the right to access, export, and request deletion of their own incident records, subject to Section 8 (Data Retention) and applicable law. Nexus retains exclusive ownership of the Application's software, workflows, decision logic, user interface, trademarks, and all associated intellectual property."
§10 — U.S. State Privacy Rights, párrafo 1	"Residents of states with comprehensive privacy statutes (including California, Virginia, Colorado, Connecticut, Utah, Texas, Oregon, and others) may have rights to know, access, correct, delete..."	"Residents of states with comprehensive privacy statutes (including California, Florida , Virginia, Colorado, Connecticut, Utah, Texas, Oregon, and others) may have rights to know, access, correct, delete..."
§10 — U.S. State Privacy Rights, nuevo párrafo	<i>(no existía)</i>	"California residents (Sensitive Personal Information): to the extent the Application processes information that qualifies as 'sensitive personal information' under the California Consumer Privacy Act as amended by the California Privacy Rights Act (for example, precise geolocation associated with an incident record, where collected), we use and disclose that information only for the limited purposes permitted under Cal. Civ. Code § 1798.121 and its implementing regulations, and California residents may submit a request to limit the use of their sensitive personal information by contacting privacy@nexus33.com ."

Clasificación de Marketing & Communications Consent (hallazgo adicional, no era del memo original)

Repo / archivo	Antes	Después
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nexus33-frontend/src/app/pages/legal/content/legal-content.registry.ts	Agrupado bajo el comentario "Pro/Enterprise only — not used while the app is LITE-only" junto al Enterprise DPA.	Comentario propio: "Active for LITE — Terms of Service Sec. 8 and Privacy Policy Sec. 5 both already reference this document as governing marketing communications for any account holder, regardless of tier." Solo el DPA conserva el comentario "Pro/Enterprise only".
nexus33-app-verix/src/constants/legal.ts (lista de Profile)	No existía ninguna entrada para Marketing Consent en LEGAL_DOCUMENTS.	Agregado MARKETING_CONSENT_URL + entrada { label: 'Marketing & Communications Consent', url: MARKETING_CONSENT_URL } como 9º documento de la lista.

Causa raíz: el commit 853d6f9a (27 jul, nexus33-frontend) publicó DPA y Marketing Consent en la misma tanda y los etiquetó juntos como "reference-only, Pro/Enterprise" sin verificar que Terms of Service y Privacy Policy —documentos activos de LITE— ya citaban a Marketing Consent como vigente. El error se propagó también a la lista de documentos de la app.

Gap de producto que queda expuesto por esta corrección (no se tocó, fuera de alcance): Marketing Consent §4 exige un checkbox de opt-in destildado por defecto y un log de fecha/hora/versión de cada consentimiento — ninguno de los dos existe en register.tsx ni en el backend hoy. Antes se archivaba como "no urgente, es de Pro/Enterprise"; con esta corrección es un gap actual de LITE.

Documentos sin cambios en esta ronda

Acceptable Use Policy, Records Retention & Audit Policy, Accessibility Statement, Marketing & Communications Consent, Enterprise Data Processing Addendum — revisados, sin hallazgos de texto pendientes (Records Retention y DPA ya se habían resuelto en la ronda anterior; DPA además no aplica a LITE).

Pendientes que NO se tocaron en esta ronda (requieren decisión de negocio, no son redacción)

- Indemnización unidireccional (solo el cliente indemniza a Nexus, ToS §14) — el abogado recomienda decidir si ofrecer una indemnización de IP recíproca y con qué tope; es una decisión comercial, no una corrección de texto.
- Frase de atestación por reporte, log de auditoría/consentimiento, checkbox de Marketing Consent, pantalla "About" — son cambios de **producto/app**, fuera del alcance de esta tarea (solo documentos).

Revision #3

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