

TERMS AND CONDITIONS

WEBSITE, APPLICATION OR SERVICE — RULES OF USE

VERSION

EFFECTIVE DATE

These Terms and Conditions (the “Terms”) govern access to and use of the website, application, products, or services identified below and form an agreement between the Operator and each person or entity that accepts or uses them.

1 THE PARTIES

OPERATOR / BUSINESS

FULL LEGAL NAME / ENTITY

ADDRESS

CITY

STATE

ZIP

PHONE

EMAIL

USER / CUSTOMER (IF SIGNED)

FULL LEGAL NAME / ENTITY

ADDRESS

CITY

STATE

ZIP

PHONE

EMAIL

2 SERVICE COVERED

These Terms apply to the website, application, subscription, product, or service identified below (the “Service”).

SERVICE / PRODUCT NAME

WEBSITE / APP URL

SUPPORT CONTACT

3 ACCEPTANCE & ELIGIBILITY

A user accepts these Terms by clicking an acceptance control, creating an account, placing an order, signing below, or continuing to use the Service after receiving clear notice of the Terms. The user represents that they have legal capacity to agree and meet the minimum age stated below.

MINIMUM AGE

ACCEPTANCE METHOD / RECORD

4 ACCOUNTS & SECURITY

Users must provide accurate information, protect login credentials, promptly report unauthorized access, and remain responsible for activity conducted through their accounts except to the extent caused by the Operator.

5 PERMITTED & PROHIBITED USE

Users may use the Service only for lawful purposes and may not misuse it, interfere with its security or operation, access it by unauthorized automated means, infringe others' rights, distribute harmful code, or use it for fraud or unlawful activity.

ADDITIONAL ACCEPTABLE-USE RULES

6 ORDERS, FEES & SUBSCRIPTION

Prices, billing frequency, renewal, taxes, and payment timing are set out below or at checkout. The user authorizes applicable charges and must keep payment information current. Recurring subscriptions renew until cancelled as disclosed.

FEES / PRICING

BILLING CYCLE

AUTO-RENEWAL TERMS

CANCELLATION METHOD

7 REFUNDS & CANCELLATIONS

Refund, cancellation, trial, and chargeback rules are stated below, subject to non-waivable consumer rights and applicable law.

REFUND / CANCELLATION POLICY

8 INTELLECTUAL PROPERTY & USER CONTENT

The Operator and its licensors retain ownership of the Service and its content. The user receives a limited, revocable, non-transferable license to use the Service. The user retains ownership of user content and grants the Operator only the rights needed to host, process, display, and provide the Service as described below.

USER-CONTENT LICENSE / USAGE TERMS

9 PRIVACY

Personal information is handled under the Privacy Policy identified below. Any consent that applicable law requires separately from these Terms must be requested through a clear, specific affirmative action.

PRIVACY POLICY URL / VERSION

10 DISCLAIMERS

Except for express written warranties and to the maximum extent permitted by law, the Service is provided "as is" and "as available." The Operator disclaims implied warranties of merchantability, fitness for a particular purpose, and non-infringement, without limiting rights that cannot lawfully be waived.

11 LIMITATION OF LIABILITY

To the maximum extent permitted by law, neither party is liable for indirect, special, incidental, punitive, or consequential damages. The Operator's aggregate liability is limited to the amount stated below, except where such limitation is prohibited.

LIABILITY CAP / EXCEPTIONS

12 INDEMNIFICATION

To the extent permitted by law, the user will indemnify the Operator against third-party claims arising from the user's unlawful use, user content, or material breach of these Terms, but not to the extent caused by the Operator's own negligence or misconduct.

13 SUSPENSION & TERMINATION

The Operator may suspend or terminate access for material breach, fraud, security risk, or unlawful conduct, subject to any notice or cure period below. Provisions that by nature should survive termination remain effective.

NOTICE / CURE PERIOD

DATA / ACCOUNT ON TERMINATION

14 DISPUTES & GOVERNING LAW

These Terms are governed by the law identified below. The selected dispute process applies only to the extent enforceable and does not eliminate non-waivable consumer rights or access to a regulator or small-claims court.

GOVERNING STATE / JURISDICTION

Dispute process — select one:

☐ Courts

☐ Mediation then arbitration

☐ Small claims where eligible

15 CHANGES, NOTICES & CONTACT

Material changes will be communicated by the method and advance notice below. Continued use after the effective date constitutes acceptance only where lawful and after clear notice. Questions and legal notices should be sent to the stated contact.

ADVANCE NOTICE FOR MATERIAL CHANGES

NOTICE METHOD

LEGAL-NOTICE CONTACT / ADDRESS

By signing below, each party acknowledges that they have read and understood this Agreement and agree to be bound by all of its terms as of the Effective Date.

OPERATOR SIGNATURE

PRINT NAME

DATE

TITLE / CAPACITY (IF SIGNING FOR AN ENTITY)

USER / CUSTOMER SIGNATURE

PRINT NAME

DATE

TITLE / CAPACITY (IF SIGNING FOR AN ENTITY)