

TERMS OF SERVICE FOR FIELDFUZE

These Terms of Service ("Terms") constitute a legally binding agreement between Toricent Labs LLC ("Company", "we", or "us") and the user ("User" or "you") governing your use of the FieldFuze mobile application ("App"). By accessing or using the App, you agree to comply with and be bound by these Terms.

Acceptance of Terms

By using FieldFuze, you represent and warrant that you are at least 18 years of age and have the legal capacity to enter into this agreement. You further acknowledge that you have read, understood, and agree to be bound by all terms and conditions contained herein. If you do not agree to these Terms, you must immediately discontinue use of the App.

User Obligations and Prohibited Conduct

Users agree to use FieldFuze only for lawful purposes and in accordance with these Terms. You agree not to: (i) modify, adapt, or hack the App or modify another website so as to falsely imply that it is associated with FieldFuze or Toricent Labs LLC; (ii) reverse engineer or attempt to extract the source code of the App; (iii) use the App for any fraudulent or illegal purpose; or (iv) create multiple accounts without explicit authorization from Toricent Labs LLC.

Financial Terms and Payment Processing

All financial transactions conducted through the App are processed by our third-party payment processor, Stripe. Toricent Labs LLC does not store or process payment information on our servers. All sales are final unless otherwise required by Arizona law. Users with payment disputes must resolve these matters directly with Stripe in accordance with their terms of service.

Intellectual Property Rights

The FieldFuze App and its original content, features, and functionality are and will remain the exclusive property of Toricent Labs LLC and its licensors. The App is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Toricent Labs LLC.

Limitation of Liability

To the maximum extent permitted by applicable law, Toricent Labs LLC shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the App; (ii) any conduct or content of any third party on the App; or (iii) unauthorized access, use, or alteration of your transmissions or content.

Dispute Resolution and Governing Law

Any dispute arising out of or relating to these Terms or your use of FieldFuze shall first be subject to a 60-day negotiation period between the parties. If unresolved, such disputes shall be resolved through binding arbitration in Pima County, Arizona in accordance with the rules of the American Arbitration Association. These Terms shall be governed by and construed in accordance with the laws of the State of Arizona without regard to its conflict of law provisions.

Termination

Toricent Labs LLC reserves the right, in its sole discretion, to terminate your access to the App and the related services or any portion thereof at any time, without notice. Upon termination, your right to use the App will immediately cease. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.