

FIELDFUZE TERMS OF SERVICE

Last Updated: February 24, 2026

Version: 1.0.0

1. ACCEPTANCE OF TERMS

By accessing or using FieldFuze ("Service"), you agree to be bound by these Terms of Service ("Terms"). If you are using the Service on behalf of an organization, you represent that you have authority to bind that organization and all users you invite to these Terms.

We may update these Terms from time to time. We will notify you of material changes via email at least 30 days before they take effect. Your continued use of the Service after changes become effective constitutes acceptance of the revised Terms.

2. SERVICE DESCRIPTION

FieldFuze is a field service management platform that provides:

- Job scheduling and management
- Estimate and invoice creation
- Payment processing (via Stripe)
- Customer communication (SMS via Telnyx)
- Electronic signatures
- QuickBooks Online integration
- Crew and technician management
- Inventory tracking

3. ACCOUNT RESPONSIBILITIES

3.1 Account Creation

You must provide accurate, complete information when creating an account. You are responsible for maintaining the security of your account credentials.

3.2 Account Activation

New accounts require activation by FieldFuze before accessing payment and e-signature features. We will contact you within 24-48 hours of signup to complete activation.

3.3 User Management

Organization owners are responsible for managing user access and permissions within their organization.

3.4 Suspension and Termination

We reserve the right to suspend or terminate accounts that:

- Violate these Terms or the Acceptable Use Policy

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- Engage in fraudulent activity
- Fail to pay outstanding fees
- Pose a security risk to the platform

4. PLATFORM FEES

4.1 Fee Structure

FieldFuze charges a 2.9% service fee ("Platform Fee") on all payment transactions processed through the Service. This fee is calculated on the total transaction amount and is passed through to the end customer.

4.2 Fee Display Options

Users may choose to hide the Platform Fee display on customer-facing documents (estimates, invoices). By electing to hide the Platform Fee:

- User acknowledges the fee is still charged to the end customer;
- User assumes full responsibility for any customer disputes arising from undisclosed fees;
- User agrees to indemnify and hold FieldFuze harmless from any claims, damages, or regulatory actions arising from fee non-disclosure;
- User is solely responsible for compliance with state and federal consumer protection laws regarding fee disclosure.

FieldFuze recommends displaying the Platform Fee to maintain transparency with customers.

4.3 Billing

Platform fees are collected via ACH from the billing payment method on file. Fees are aggregated and charged periodically according to your billing settings.

5. PAYMENT PROCESSING

5.1 Third-Party Processor

Payment processing is provided by Stripe, Inc. By using payment features, you agree to Stripe's terms of service.

5.2 User Responsibility

You are responsible for:

- Compliance with Stripe's requirements
- Accuracy of payment information
- Handling refunds and disputes with your customers
- PCI compliance for any payment data you handle

5.3 Limitation

FieldFuze is not responsible for:

- Payment processing delays or failures by Stripe
- Chargebacks or disputes between you and your customers
- Stripe account suspensions or terminations
- Currency conversion or international payment issues

6. QUICKBOOKS INTEGRATION

6.1 As-Is Service

The QuickBooks sync feature is provided "as-is" and FieldFuze makes no warranties regarding synchronization accuracy.

6.2 User Responsibilities

Users are responsible for:

- Verifying synced data accuracy in QuickBooks
- Maintaining proper accounting records
- Reconciling any discrepancies between FieldFuze and QuickBooks
- Ensuring QuickBooks connection remains active

6.3 Limitation

FieldFuze is not liable for:

- Accounting errors resulting from sync issues
- Tax filing problems due to incorrect data
- Financial discrepancies arising from sync failures
- Data loss in QuickBooks
- QuickBooks API changes or outages

7. SMS AND COMMUNICATIONS

7.1 Telnyx Services

SMS and phone services are provided through Telnyx. Message delivery is not guaranteed.

7.2 User Responsibility

You are responsible for:

- Obtaining proper consent for SMS communications
- Compliance with TCPA and other telecommunications regulations
- Content of messages sent through the platform

7.3 Limitation

FieldFuze is not liable for:

- SMS delivery failures
- Carrier filtering or blocking
- Costs incurred from failed deliveries

7.4 Message Sender and Platform Control

All SMS messages delivered through the Service are generated, sent, and managed exclusively by FieldFuze. While messages may reference the User's business name for clarity, FieldFuze is the sole sender of record for all SMS communications.

- Users may not send SMS messages outside the Service, upload contact lists for independent messaging, or bypass FieldFuze's opt-in, opt-out, or compliance controls.

8. ELECTRONIC SIGNATURES

8.1 Legal Effect

Electronic signatures collected through FieldFuze are intended to be legally binding under the ESIGN Act and UETA.

8.2 User Responsibility

You are responsible for:

- Ensuring signers have authority to sign
- Maintaining copies of signed documents
- Compliance with industry-specific signature requirements

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

9.1 Liability Cap

FieldFuze's total liability for any claims arising from or related to these Terms or the Service shall not exceed the total fees paid by you to FieldFuze in the twelve (12) months immediately preceding the claim.

9.2 Exclusions

FieldFuze is not liable for:

- Indirect, incidental, special, punitive, or consequential damages
- Lost profits, revenue, data, or business opportunities
- Payment processing errors by third parties (Stripe, banks)
- Data loss not caused by FieldFuze's gross negligence
- Customer disputes arising from hidden platform fees
- QuickBooks synchronization errors or data discrepancies
- SMS/communication delivery failures
- Third-party integration failures or API changes
- Service interruptions beyond our reasonable control

9.3 Definition of Direct Damages

"Direct damages" means actual, proven monetary losses directly and solely caused by FieldFuze's material breach of this agreement, excluding lost profits, lost revenue, lost business opportunities, and all consequential damages.

10. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless FieldFuze, its officers, directors, employees, and agents from any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from:

- (a) Your use of the Service;
- (b) Your violation of these Terms;
- (c) Your violation of any third-party rights;
- (d) Customer disputes related to your business practices;
- (e) Your decision to hide platform fees on customer documents;
- (f) Inaccurate information you provide;

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- (g) Actions of users you invite to your organization.

11. INTELLECTUAL PROPERTY

11.1 FieldFuze Property

FieldFuze owns all rights to the Service, including software, design, trademarks, and documentation.

11.2 Your Content

You retain ownership of content you upload (photos, documents, customer data). You grant FieldFuze a limited license to use this content solely to provide the Service.

11.3 Feedback

Any feedback or suggestions you provide may be used by FieldFuze without compensation or attribution.

12. DATA AND PRIVACY

Your use of the Service is subject to our Privacy Policy, which describes how we collect, use, and protect your information.

13. TERMINATION

13.1 By You

You may terminate your account at any time through account settings or by contacting support.

13.2 By FieldFuze

We may terminate or suspend your account for violation of these Terms, the Acceptable Use Policy, or for any reason with 30 days notice.

13.3 Effect of Termination

Upon termination:

- Your access to the Service will end
- You have 30 days to export your data
- Outstanding fees remain due
- Provisions that should survive (limitation of liability, indemnification) will survive

14. GOVERNING LAW AND DISPUTES

14.1 Governing Law

These Terms are governed by the laws of the State of Delaware, without regard to conflict of law principles.

14.2 Arbitration

Any disputes arising from these Terms or the Service shall be resolved through binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall take place in Delaware.

14.3 Class Action Waiver

You agree to resolve disputes individually and waive any right to participate in class actions.

15. GENERAL PROVISIONS

15.1 Entire Agreement

These Terms, together with the Privacy Policy and Acceptable Use Policy, constitute the entire agreement between you and FieldFuze.

15.2 Severability

If any provision is found unenforceable, the remaining provisions remain in effect.

15.3 No Waiver

Failure to enforce any provision does not constitute a waiver.

15.4 Assignment

You may not assign these Terms without our consent. We may assign these Terms in connection with a merger or acquisition.

16. CONTACT INFORMATION

For questions about these Terms:

- Email: admin@toricentlabs.com

For legal notices:

FieldFuze

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Tucson, Arizona 85719