

TERMS OF SERVICE

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These Terms of Service (these "**Terms**") govern your access to and use of the website, application, and related services operated by **[COMPANY LEGAL NAME]**, a **[STATE] [ENTITY TYPE]**, located at **[COMPANY ADDRESS]** ("**Company**", "**we**", "**us**", or "**our**"), available at **[WEBSITE / APP NAME AND URL]** (the "**Service**").

These Terms are a binding agreement between you ("**you**" or "**User**") and the Company. By accessing or using the Service, you agree to these Terms. If you do not agree, do not use the Service.

Recitals. The Company provides the Service described at **[URL]**. The Company wants users to understand the rules for using the Service, what they can expect, and what is expected of them. These Terms set out those rules, including acceptable use, intellectual property, disclaimers, and how disputes are handled. By using the Service, you and the Company agree as follows.

1. Acceptance and Eligibility

1.1 Acceptance. By creating an account, accessing, or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms and by our Privacy Policy, which is incorporated by reference and available at **[PRIVACY POLICY URL]**.

1.2 Eligibility. You must be at least **[MINIMUM AGE, e.g. 18 / 13 with consent, as applicable]** years old, or the age of majority in your jurisdiction, to use the Service. If you use the Service on behalf of an organization, you represent that you have authority to bind that organization to these Terms.

1.3 Changes to these Terms. We may update these Terms from time to time. We will post the updated Terms with a new "last updated" date and, where required, provide additional notice. Your continued use of the Service after changes take effect means you accept the updated Terms.

2. Accounts and Security

2.1 Account registration. Some features require an account. You agree to provide accurate, current, and complete information and to keep it up to date.

2.2 Credentials. You are responsible for safeguarding your login credentials and for all activity under your account. Notify us promptly at **[SUPPORT EMAIL]** of any unauthorized use or security breach.

2.3 Account responsibility. You are responsible for the conduct of anyone who uses your account. We are not liable for loss arising from unauthorized use that results from your failure to safeguard your credentials.

2.4 Suspension. We may suspend or limit access to your account if we reasonably believe these Terms have been violated or to protect the Service or its users.

3. Acceptable Use

3.1 Permitted use. You may use the Service only for lawful purposes and in accordance with these Terms.

3.2 Prohibited conduct. You agree not to: (a) violate any law or the rights of others; (b) upload or transmit malware, or attempt to gain unauthorized access to the Service or related systems; (c) interfere with or disrupt the Service, including through excessive automated requests, scraping, or denial-of-service activity; (d) reverse engineer the Service except where the law expressly permits; (e) misrepresent your identity or affiliation; or (f) use the Service to harass, defame, or harm others.

3.3 User content. "User Content" means content you submit to or through the Service. You are solely responsible for your User Content and represent that you have the rights necessary to submit it and that it does not infringe any third party's rights or violate any law.

3.4 License to User Content. You retain ownership of your User Content. You grant the Company a non-exclusive, worldwide, royalty-free license to host, store, reproduce, and display your User Content solely to operate, provide, and improve the Service. This license ends when you delete your User Content, except for copies retained in routine backups or as required by law.

3.5 Enforcement. We may, but are not obligated to, review, remove, or restrict User Content or accounts that we reasonably believe violate these Terms or applicable law.

4. Intellectual Property

4.1 Our IP. The Service, including its software, design, text, graphics, logos, and trademarks (excluding User Content), is owned by the Company or its licensors and is protected by intellectual property laws.

4.2 Limited license to you. Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Service for your personal or internal business purposes.

4.3 Restrictions. Except as these Terms allow, you may not copy, modify, distribute, sell, lease, or create derivative works from the Service, and you may not remove or alter any proprietary notices.

4.4 Feedback. If you send us suggestions or feedback, you grant us a perpetual, royalty-free license to use that feedback without obligation to you.

5. Third-Party Services and Links

5.1 Third-party services. The Service may integrate with or link to third-party websites, products, or services that we do not control. Your use of those services is governed by their own terms and privacy policies.

5.2 No endorsement. We do not endorse and are not responsible for third-party services, and we are not liable for any loss arising from your use of them.

6. Fees, Subscriptions, and Payment (if applicable)

6.1 Fees. Some features may require payment. Applicable fees, billing cycles, and plan details are described at [\[PRICING URL\]](#) or at the point of purchase.

6.2 Billing and renewal. Paid plans may renew automatically until canceled. You authorize us (or our payment processor) to charge your payment method for recurring fees until you cancel as described in your plan.

6.3 Taxes. Fees are exclusive of taxes unless stated otherwise. You are responsible for applicable taxes other than taxes on our net income.

6.4 Changes and cancellation. We may change fees on reasonable advance notice. You may cancel as described at [\[CANCELLATION / ACCOUNT SETTINGS URL\]](#). Cancellation takes effect at the end of the current billing period unless otherwise stated.

7. Disclaimers and Limitation of Liability

7.1 **"As is."** To the fullest extent permitted by law, the Service is provided "as is" and "as available," without warranties of any kind, whether express, implied, or statutory, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

7.2 **No guarantee of availability.** We do not warrant that the Service will be uninterrupted, error-free, secure, or free of harmful components, or that it will meet your requirements.

7.3 **Limitation of liability.** To the fullest extent permitted by law, the Company is not liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or data. The Company's total aggregate liability arising out of or relating to the Service will not exceed the greater of **[\$ AMOUNT, e.g. 100]** or the amount you paid us for the Service in the **[NUMBER, e.g. 12]** months before the event giving rise to the claim.

7.4 **Exceptions.** Some jurisdictions do not allow certain disclaimers or limitations. In those jurisdictions, the disclaimers and limitations apply only to the extent permitted, and nothing in these Terms limits liability that cannot be limited by law.

8. Indemnification

8.1 **Your indemnity.** You agree to defend, indemnify, and hold harmless the Company and its officers, employees, and agents from and against any claims, damages, liabilities, and reasonable expenses (including attorneys' fees) arising from: (a) your use of the Service; (b) your User Content; or (c) your violation of these Terms or applicable law.

8.2 **Procedure.** We will give you prompt notice of any claim and reasonable cooperation. You may not settle a claim in a way that imposes any obligation or admission on the Company without our consent.

9. Termination

9.1 **By you.** You may stop using the Service and close your account at any time.

9.2 **By us.** We may suspend or terminate your access to the Service, with or without notice, if you violate these Terms, if required by law, or if we discontinue the Service.

9.3 **Effect of termination.** On termination, your right to use the Service ends. Sections that by their nature should survive — including Sections 3.4, 4, 7, 8, and 10 — survive termination.

10. Governing Law and Dispute Resolution

10.1 **Governing law.** These Terms are governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules.

10.2 **Venue.** Except where applicable law requires otherwise, the state and federal courts located in **[COUNTY, STATE]** have exclusive jurisdiction over disputes, and you consent to that jurisdiction and venue.

10.3 **Informal resolution.** Before filing any claim, you agree to contact us at **[SUPPORT EMAIL]** and attempt in good faith to resolve the dispute informally.

10.4 **Optional arbitration / class waiver.** **[OPTIONAL: If you wish to require arbitration and/or waive class actions, insert a carefully drafted arbitration clause here. These clauses are heavily regulated and vary by jurisdiction; have an attorney draft and review them before use.]**

11. General Provisions

11.1 Entire agreement. These Terms, together with the Privacy Policy and any additional terms you agree to, are the entire agreement between you and the Company about the Service and supersede prior agreements on its subject.

11.2 Assignment. You may not assign these Terms without our prior written consent. We may assign these Terms in connection with a merger, acquisition, or sale of assets.

11.3 Severability and waiver. If any provision is unenforceable, the rest remains in effect. Our failure to enforce a provision is not a waiver.

11.4 Notices. We may provide notices to you through the Service or to the email associated with your account. You may contact us at **[SUPPORT EMAIL]** or **[COMPANY ADDRESS]**.

11.5 Force majeure. We are not liable for any delay or failure caused by events beyond our reasonable control.

11.6 Acknowledgment. Although the Service may be accepted by clicking "I agree" rather than by signing, the block below is provided for businesses that prefer a signed record of acceptance.

ACCEPTANCE

By clicking "I agree," creating an account, or using the Service, you accept these Terms. For a signed record, the Parties may execute below.

COMPANY

Signature: _____

Printed name: **[NAME]**

Title: **[TITLE]**

Date: _____

USER

Signature: _____

Printed name: **[NAME]**

Title: **[TITLE or N/A]**

Date: _____

Last updated: **[DATE]**

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