

TERMS OF SERVICE AGREEMENT

This Terms of Service Agreement ("Agreement") is entered into between the user ("User" or "you") and Banner Peak Group, LLC ("Company" or "we") for the use of our Software as a Service (SaaS) web application ("Application"). By accessing or using the Application, you agree to be bound by the terms and conditions set forth in this Agreement. If you do not agree with these terms, you should not use the Application.

1. Account Registration:

1.1. In order to use the Application, you must create an account by providing accurate and complete information.

1.2. You are responsible for maintaining the security of your account credentials and are liable for any activities that occur under your account.

2. License Grant:

2.1. Subject to your compliance with this Agreement, the Company grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Application for your internal business purposes.

2.2. You may not:

a) Modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any part of the Application without prior written consent from the Company.

b) Reverse engineer, decompile, or disassemble the Application or attempt to derive its source code.

3. User Content:

3.1. You retain ownership of any content you submit or upload to the Application ("User Content").

3.2. By submitting User Content, you grant the Company a non-exclusive, worldwide, royalty-free license to use, modify, reproduce, distribute, and display the User Content for the purpose of providing and improving the Application.

3.3. You are solely responsible for the legality, accuracy, and appropriateness of your User Content.

4. Intellectual Property:

4.1. The Application, including but not limited to its software, design, logos, and trademarks, is the property of the Company and is protected by intellectual property laws.

4.2. You may not use the Company's intellectual property without prior written permission.

5. Privacy:

5.1. Our Privacy Policy governs the collection, use, and disclosure of personal information provided by you. By using the Application, you consent to the collection and processing of your personal information as outlined in the Privacy Policy.

6. Warranty Disclaimer:

6.1. The Application is provided "as is" without warranty of any kind, whether express or implied.

6.2. The Company disclaims all warranties, including but not limited to, merchantability, fitness for a particular purpose, and non-infringement.

7. Limitation of Liability:

7.1. To the extent permitted by applicable law, the Company shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses arising out of or in connection with the use or inability to use the Application.

8. Termination:

8.1. The Company may suspend or terminate your access to the Application at any time for any reason without notice.

8.2. Upon termination, your right to use the Application will immediately cease, and you must cease all use of the Application.

9. Governing Law and Jurisdiction:

9.1. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9.2. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts located in the State of California.

10. Refund Policy:

10.1 Refunds are provided on a case-by-case basis at the sole discretion of the Company. The Company will refuse a refund request if it finds evidence of fraud, refund abuse, or other manipulative behavior.