

Octofuse - Terms of Service

Last Updated: August 27, 2025

These Terms of Service ("Terms") govern your access to and use of the services, applications, websites, and software (the "Services") provided by **OMI-TECH LLC**, a company organized under the laws of the State of Florida, USA ("OMI-TECH," "Octofuse," "we," "our," or "us"). Octofuse is the brand name of the platform operated by OMI-TECH LLC. By accessing or using the Services, you agree to be bound by these Terms and all related policies, including our **Privacy Policy**, **Security Policy**, **Cookie Policy**, and **AI Policy**.

If you are using the Services on behalf of an organization, you represent and warrant that you have authority to bind such organization to these Terms. In that case, "you" refers to that organization.

1. Eligibility and Accounts

- You must be at least **16 years old** to use the Services. For jurisdictions where higher age limits apply (e.g., 18 in certain countries), you must meet that requirement.
 - If you are under 18, you must have the consent of a parent or legal guardian.
 - Accounts must be registered by humans, not bots.
 - You are responsible for safeguarding your credentials and for all activity under your account.
 - We reserve the right to refuse access to the Services to anyone, at any time, for any lawful reason.
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2. Account Verification and Security

- You authorize OMI-TECH to verify your identity, directly or through third parties. Verification may include providing additional information, confirming email/phone ownership, financial instrument validation, or checks against third-party databases.
 - OMI-TECH may charge a fee for identity verification where applicable.
 - You are responsible for maintaining accurate and updated account information.
 - Misuse, fraud, or false information may result in suspension or termination.
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3. Acceptable Use

You agree not to:

- Use the Services for any illegal purpose or in violation of applicable laws and regulations.
- Disassemble, reverse engineer, or attempt to access source code.
- Interfere with or disrupt the Services, including attempts to bypass security measures.
- Submit or store restricted data (e.g., HIPAA health data, PCI card data, GDPR Art. 9 special categories) unless explicitly authorized.
- Crawl, scrape, or cache any content without express consent.
- Use automated systems, bots, or scripts to access or interact with the Services without authorization.
- Upload viruses, malware, or harmful code.
- Harass, abuse, or attempt to harm other users, OMI-TECH staff, or third parties.

4. Artificial Intelligence (AI)

Octofuse uses AI-powered features to enhance user experience and productivity. By using the Services, you acknowledge and agree that: - AI outputs may be inaccurate, incomplete, or biased. - AI features are provided on an "as is" basis and should not be relied upon for legal, medical, or financial advice. - OMI-TECH disclaims liability for decisions made solely on the basis of AI-generated outputs. - Where applicable laws (e.g., GDPR Art. 22, LGPD, CCPA) grant rights regarding automated decision-making, you have the right to request human review of significant decisions.

5. Payments and Subscriptions

- Payments are processed securely via **Stripe**.
 - All fees are due in advance and are non-refundable, except as required by law or expressly provided (e.g., 30-day satisfaction guarantee).
 - Subscriptions auto-renew unless cancelled before the renewal date.
 - You are responsible for taxes and accurate billing details.
 - If you downgrade your subscription, credits may apply to future billing but no refunds will be issued.
 - OMI-TECH may suspend accounts with overdue payments.
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6. Service Level Agreement (SLA)

OMI-TECH will use commercially reasonable efforts to maintain **98% uptime** each calendar month for the Octofuse platform.

Exclusions: - Scheduled maintenance (with prior notice where possible). - Downtime caused by third-party providers (e.g., AWS, Stripe, ISPs). - Force majeure events (see Section 15).

Remedies: - Users may request **service credits** for significant downtime, but OMI-TECH shall not be liable beyond fees paid for the affected month.

7. Intellectual Property

- OMI-TECH retains all rights, title, and interest in and to the Services, software, and Octofuse content.
 - You retain ownership of any content you submit ("User Content"). By submitting User Content, you grant OMI-TECH a limited license to host, process, and display it as necessary to provide the Services.
 - The Octofuse and OMI-TECH names, logos, and trademarks may not be used without prior written permission.
 - You may not copy, modify, distribute, or create derivative works from the Services unless expressly permitted.
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8. User Submissions and Suggestions

If you provide feedback, suggestions, or other submissions to OMI-TECH regarding the Octofuse platform ("Submissions"), you agree that: - Submissions are non-confidential and non-proprietary. - OMI-TECH may use, reproduce, modify, adapt, publish, translate, distribute, and create derivative works from such Submissions without compensation. - You warrant you own or control all rights to your Submissions and that they do not violate third-party rights. - OMI-TECH has no obligation to review or implement Submissions.

9. Content and Moderation

- OMI-TECH may, but is not obligated to, monitor, edit, block, or remove content or accounts that violate these Terms.
 - OMI-TECH is not responsible for user-generated content.
 - You remain solely responsible for your User Content.
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10. Communications

- By creating an account, you agree to receive informational and promotional communications, including emails and SMS.
 - You may opt out of promotional communications at any time, but transactional messages (e.g., billing, security alerts) are mandatory.
 - You consent that notifications may include in-app, email, or push notifications.
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11. Support Access

- To resolve support requests, OMI-TECH employees, contractors, or agents may access your account or content, limited to what is reasonably necessary.
 - All such access is subject to confidentiality obligations.
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12. User Responsibilities

- You are responsible for any data charges, internet costs, or hardware needed to use the Services.
 - You are responsible for maintaining your own data backups. Octofuse is not a backup service.
 - You agree not to resell, sublicense, or exploit the Services except as expressly permitted.
 - You agree to comply with all export control laws and sanctions regulations.
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13. Data Protection and Transfers

- OMI-TECH complies with GDPR, CCPA/CPRA, LGPD, and LFPDPPP.
 - Your data may be transferred, stored, and processed in the U.S. and other countries. By using the Services, you consent to this transfer.
 - Safeguards such as Standard Contractual Clauses (SCCs) or equivalent measures will be applied where required.
 - You may exercise your rights of access, correction, deletion, and portability by contacting us.
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14. Service Discontinuation

OMI-TECH may suspend, discontinue, or permanently terminate the Services, including due to company closure or restructuring. If so: - OMI-TECH will provide at least **30 days' notice**, unless prevented by circumstances beyond its control. - Users will have the right to export their data during this period. - Beyond refunds of prepaid unused fees (if any), OMI-TECH shall have no further liability.

15. Force Majeure

OMI-TECH is not responsible for delays or failures due to causes beyond its reasonable control, including natural disasters, war, labor disputes, pandemics, internet outages, or government actions.

16. Disclaimers

The Services are provided "as is" and "as available," without warranties of any kind. OMI-TECH disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement.

OMI-TECH does not guarantee error-free, uninterrupted, or secure operation. Users are responsible for their own security measures.

17. Limitation of Liability

To the maximum extent permitted by law: - OMI-TECH shall not be liable for indirect, incidental, consequential, or punitive damages. - Total liability shall not exceed the greater of **USD \$100** or the fees paid in the prior 12 months. - Some jurisdictions do not allow certain exclusions, in which case these limits apply only to the extent permitted.

18. Indemnification

You agree to indemnify and hold harmless OMI-TECH, its affiliates, and staff from claims, damages, losses, and expenses arising from: - Your misuse of the Services. - Your User Content. - Your violation of these Terms or applicable law. - Your infringement of intellectual property or third-party rights.

19. Governing Law and Jurisdiction

- These Terms are governed by the laws of the **State of Florida, USA**, without regard to conflicts of laws.
 - Exclusive jurisdiction lies with the courts of Miami-Dade County, Florida.
 - For consumers outside the U.S., these Terms do not limit non-waivable rights under applicable laws.
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20. Termination

OMI-TECH may suspend or terminate accounts that violate these Terms or create risks. Upon termination, rights and licenses granted to you shall cease immediately.

21. Entire Agreement

These Terms, together with our Privacy Policy, Cookie Policy, Security Policy, and AI Policy, constitute the entire agreement between you and OMI-TECH regarding your use of Octofuse.

For questions, contact us at **customer@octofuse.app**.