

Terms and Conditions

Last Updated 11/21/2025

These Terms and Conditions (“Terms”) govern all purchases, subscriptions, proposals, quotes, statements of work, and use of services provided by **True Data Ops, LLC** (“True Data Ops,” “we,” or “our”).

By doing any of the following, the Purchaser (“Purchaser,” “Client,” or “you”) agrees to be bound by these Terms:

- Signing a purchase order or contract
- Paying an invoice
- Using the TDO platform, mobile applications, or related services
- Accepting a proposal electronically
- Allowing onboarding or implementation to begin

If a separate written contract is executed by both parties, that agreement will take precedence.

Otherwise, these Terms govern.

1. ENTIRE AGREEMENT

These Terms, together with any True Data Ops proposal, quote, or order confirmation (“Contract”), form the entire agreement between the parties.

Any additional or conflicting terms submitted in a purchase order or other document are **rejected**, unless expressly accepted in writing by True Data Ops.

Execution of a customer’s purchase order **does not** constitute acceptance of additional customer terms.

2. PROPOSALS & ACCEPTANCE

All proposals or quotes provided by True Data Ops must be accepted in writing or via purchase order. No verbal commitments are binding unless confirmed in writing.

Electronic approval (email, digital signature, or PO) is considered binding acceptance.

3. CREDIT & FINANCIAL STANDING

Credit terms are subject to approval by True Data Ops.

If the Purchaser’s financial condition becomes impaired, True Data Ops may:

- Suspend services
- Require advance payment
- Adjust payment terms
- Terminate the Contract

True Data Ops will provide notice whenever reasonably possible.

4. PAYMENT TERMS

Unless otherwise stated, payment terms are **Net 30 days** from invoice date.
All payments must be made in U.S. dollars.

Subscription Services

- Subscriptions are billed annually unless stated otherwise.
- Subscriptions automatically renew at the current rate unless Purchaser provides **30 days written notice** prior to the renewal date.
- Renewal invoices are due under the same payment terms.

Professional Services

Time and materials or fixed-fee services will be invoiced according to the proposal or PO.

Failure to pay may result in suspension of service.

5. LATE PAYMENTS

Late balances may incur interest at the maximum rate permitted by law.

Purchaser is responsible for all reasonable collection costs, including attorney's fees.

6. TAXES

Purchaser is responsible for all applicable federal, state, and local taxes unless a valid exemption certificate is provided.

7. DATA OWNERSHIP & RIGHTS

Purchaser Data

Purchaser retains ownership of all operational data generated through their equipment, buildings, facilities, or systems.

True Data Ops Data & IP

True Data Ops owns:

- The TDO platform
- Software, interfaces, analytics models
- Derivative works and improvements
- All Intellectual Property associated with the system

Shared / Generated Data

Both parties may use:

- App-generated data
- Operational insights
- Results of analytics

True Data Ops may use **aggregated, anonymized** data to improve algorithms, benchmarking, and product development.

We do **not** sell identifiable customer data.

Data Deletion

Upon contract termination, Purchaser may request deletion of their identifiable operational data.

8. SERVICE AVAILABILITY & FORCE MAJEURE

Neither party is liable for delays outside reasonable control, including:

- Natural disasters
- Network outages
- Supply chain failures
- Labor disputes
- Government restrictions

True Data Ops will notify Purchaser of major service interruptions when possible.

9. CANCELLATION & TERMINATION

Either party may terminate with **30 days written notice**.

Upon termination, Purchaser must pay for:

- Completed work
- Outstanding invoices
- Remaining fees through the end of the subscription year (unless otherwise agreed)

If True Data Ops terminates without cause, Purchaser will receive a prorated refund for unused prepaid services.

10. DELIVERY & IMPLEMENTATION

Delivery timelines and implementation schedules are estimates.

True Data Ops is not responsible for delays caused by customer readiness, third-party vendors, or site conditions.

11. APP & PLATFORM USAGE TERMS

Purchaser agrees not to:

- Copy or modify the TDO software
- Reverse engineer or attempt to access source code
- Create derivative works
- Remove trademarks or brand elements

Purchaser is responsible for:

- Maintaining secure access to devices
- Ensuring all users comply with these Terms
- Avoiding unauthorized access or tampering

12. INTERNET, CONNECTIVITY & DEVICE RESPONSIBILITY

The Purchaser is responsible for:

- Internet connectivity
- Wireless or cellular data fees
- Ensuring devices remain charged
- Ensuring proper hardware setup

True Data Ops is not liable for service issues caused by:

- Customer's network
- Firewalls
- Offline devices
- Roaming data charges

13. CLAIMS & DISPUTES

Claims must be submitted within **30 days** of becoming aware of an issue.

Dispute Resolution

1. **Mediation** in Massachusetts
2. If unresolved → **Binding arbitration**, American Arbitration Association rules
3. Each party pays its own legal fees unless the arbitrator awards costs

14. GOVERNING LAW

This Contract is governed by the laws of the **Commonwealth of Massachusetts**.

15. COMPLIANCE WITH LAWS

Purchaser and True Data Ops agree to comply with all applicable federal, state, and local laws related to the delivery and use of the Service.

16. EQUAL OPPORTUNITY & AFFIRMATIVE ACTION

True Data Ops complies with:

- 41 CFR 60-1.4(a)
- 41 CFR 60-300.5(a)
- 41 CFR 60-741.5(a)

We do not discriminate based on protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity, or national origin.

17. ACCEPTANCE OF TERMS

These Terms are deemed accepted once the Purchaser:

- Signs below
- Approves the proposal
- Issues a purchase order
- Makes payment
- Accesses or uses the TDO platform or services

Contact Us

If you have any questions or suggestions about our Terms and Conditions, do not hesitate to contact us at info@truedataops.com.