

# Team-Solve® Terms and Conditions

*Last Updated: August 20, 2023*

## 1. ACCEPTANCE OF TERMS

These Terms and Conditions ("Agreement") constitute a legally binding agreement between you ("User," "You," or "Your") and CoScientific LLC ("Company," "We," "Us," or "Our") regarding your use of the Software as a Service ("SaaS") Team-Solve® product ("Product"). By accessing or using the Product, you agree to be bound by these terms. If you do not agree with these terms, please refrain from using the Product.

## 2. USE OF PRODUCT

**2.1 License Grant:** Subject to the terms of this Agreement, Company grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the Product for your internal business purposes during the subscription period.

**2.2 Restrictions:** You shall not (a) sublicense, resell, or distribute the Product; (b) modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Product; (c) remove, alter, or obscure any proprietary notices on the Product; (d) use the Product to violate any applicable laws or regulations; (e) transmit any malicious software or harmful content; (f) attempt unauthorized access to the Product's systems.

## 3. SUBSCRIPTION AND PAYMENT

**3.1 Subscription:** Your subscription to the Product is based on the plan you have selected. You agree to pay the applicable fees for the selected plan on a recurring basis (monthly/annually) as specified during the registration process.

**3.2 Payment:** All payments shall be made using the payment methods provided by the Company. You authorize the Company to charge your selected payment method for the subscription fees and any additional charges that may arise.

**3.3 Cancellation:** You may cancel your subscription at any time, and the cancellation will be effective at the end of the current billing cycle. No refunds will be provided for partial use of the subscription period.

## 4. INTELLECTUAL PROPERTY

**4.1 Ownership:** The Product, including all intellectual property rights, trademarks (including the "Team-Solve" registered trademark), and proprietary information, remains the exclusive property of CoScientific LLC.

**4.2 Feedback:** You may provide suggestions, feedback, or ideas about the Product. Any such input you provide becomes the property of the Company, and you waive any rights to such feedback.

## **5. PRIVACY AND DATA SECURITY**

**5.1 Data Collection:** By using the Product, you agree to the collection, processing, and storage of your data in accordance with our Privacy Policy, available on the Product's website.

**5.2 Data Security:** The Company will implement reasonable security measures to protect your data. However, no method of transmission over the internet or electronic storage is completely secure, and the Company cannot guarantee the absolute security of your data.

## **6. DISCLAIMER OF WARRANTIES**

The Product is provided "as is" without warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **7. LIMITATION OF LIABILITY**

In no event shall the Company be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in any way connected with the use of the Product, even if the Company has been advised of the possibility of such damages.

## **8. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina, USA without regard to its conflict of law principles.

## **9. AMENDMENTS**

The Company reserves the right to modify, suspend, or discontinue the Product or any part thereof at any time without notice. We may also update these terms from time to time. Your continued use of the Product after any changes signifies your acceptance of the updated terms.

## **10. CONTACT INFORMATION**

For any questions or concerns regarding this Agreement, please contact us at [info@team-solve.com](mailto:info@team-solve.com).

By accessing and using the Team-Solve® product, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions.