

Terms of Service

OpsFusion LLC State of California, United States

Effective Date: July 17, 2026 **URL:** <https://opsfusion.cloud/terms>

These Terms of Service (“Terms”) constitute a legally binding agreement between OpsFusion LLC (“OpsFusion,” “we,” “us,” or “our”) and the organization or entity (“Customer,” “you,” or “your”) accessing or using our on-call and incident alerting platform (the “Service”). By accessing, using, or subscribing to the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms, our Privacy Policy, our Acceptable Use Policy, and our Data Processing Agreement (collectively, the “Agreement”).

If you are accepting these Terms on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms. If you do not have such authority, or if you do not agree with these Terms, you must not access or use the Service.

1. Description of Service

1.1 Service Overview

OpsFusion provides a cloud-based, business-to-business on-call scheduling, incident alerting, and notification management platform. The Service enables routing, escalation, and delivery of notifications via email, SMS, voice calls, and other channels through third-party service providers.

1.2 Third-Party Dependencies

The Service relies on third-party infrastructure and communication providers, including but not limited to Amazon Web Services (“AWS”) for cloud hosting and email delivery, Twilio for SMS and voice call delivery, and Paddle as our merchant of record for billing and payment processing. OpsFusion does not control, operate, or guarantee the availability, performance, accuracy, or reliability of any third-party service. Customer acknowledges that Service availability and notification delivery are subject to the availability and performance of these third-party providers.

1.3 Service Modifications

OpsFusion reserves the right to modify, update, or discontinue any feature or functionality of the Service at any time. We will use commercially reasonable efforts to provide advance notice of material changes that may adversely affect Customer’s use of the Service.

2. Account Registration and Security

2.1 Account Creation

To use the Service, you must create an account and provide accurate, current, and complete registration information. You agree to update your information promptly to keep it accurate and current.

2.2 Account Security

You are responsible for maintaining the confidentiality of your account credentials, including usernames, passwords, and API keys. You must immediately notify OpsFusion of any unauthorized access to or use of your account.

2.3 Account Responsibility

All activities conducted through your account, whether authorized or unauthorized, are your responsibility. You are responsible for ensuring that your alert configurations, escalation policies, notification preferences, and contact information are accurate and properly maintained.

2.4 Authorized Users

You are responsible for all actions taken by users you authorize to access the Service under your account (“Authorized Users”). You must ensure that each Authorized User complies with these Terms.

3. Subscription Plans and Usage Limits

3.1 Plan-Based Limits

Each subscription plan includes specific limits on the number of alerts, notifications, and users permitted per billing period. Limits vary by plan tier and are communicated during the subscription process and on our pricing page.

3.2 Monitoring and Enforcement

OpsFusion monitors alert and notification usage to enforce plan limits. You are responsible for monitoring your usage and ensuring it remains within your plan allowances.

3.3 Exceeding Limits

If your account reaches its monthly alert or notification limit, additional alerts will not be processed and notification delivery will cease until the next billing

period begins or until you upgrade to a higher-tier plan. OpsFusion provides a usage dashboard within the Service where Customer can monitor current usage levels against plan limits at any time. As a courtesy, OpsFusion may send email notifications when Customer's usage approaches the applicable limit; however, OpsFusion does not guarantee the delivery, timeliness, or receipt of such notifications. **Customer is solely responsible for monitoring its usage through the dashboard and ensuring it remains within plan allowances. Failure to receive or review a usage notification does not relieve Customer of responsibility for exceeding plan limits or entitle Customer to any remedy.**

3.4 Changes to Limits

OpsFusion may adjust usage limits for system reliability, operational, or business reasons upon reasonable notice to Customer.

4. Free Trial

4.1 Trial Terms

OpsFusion may offer a free trial period of up to thirty (30) days with limited features and reduced alert and notification limits. Free trial availability, duration, and included features are determined at OpsFusion's sole discretion.

4.2 Trial Limitations

During the trial period, the Service Level Agreement, uptime guarantees, and service credits described in Section 11 and the SLA do not apply. OpsFusion may modify or terminate the trial at any time without notice.

4.3 Conversion

Upon trial expiration, your account will be suspended unless you subscribe to a paid plan. Any data created during the trial will be retained for thirty (30) days following trial expiration, after which it may be permanently deleted.

5. Fees and Billing

5.1 Payment Processing

All paid subscriptions are billed and processed through Paddle, our merchant of record. By purchasing a subscription, you agree to Paddle's terms of service and payment policies. Paddle acts as the seller of record for all transactions.

5.2 Subscription Fees

Subscription fees are billed in advance on a monthly recurring basis. For information about refunds, see Section 5.6.

5.3 Taxes

All fees are exclusive of applicable taxes, levies, and duties. Paddle, as merchant of record, is responsible for calculating, collecting, and remitting applicable sales taxes, VAT, and similar transaction taxes.

5.4 Failure to Pay

If payment fails or is not received, OpsFusion may suspend access to the Service after providing reasonable notice. Continued non-payment may result in termination of your account.

5.5 Price Changes

OpsFusion may change subscription pricing upon thirty (30) days' prior written notice. Price changes take effect at the start of your next billing period following the notice period.

5.6 Refund Policy

You have the right to withdraw from the Agreement for any reason within fourteen (14) days of a subscription charge. If you exercise this right, you will receive a full refund of the charges paid, with no exceptions or conditions.

If a refund is issued, your access to the Service will cease upon processing of the refund. After the fourteen (14) day window, no refunds are issued for unused portions of a billing period except as required by applicable law.

6. Acceptable Use

Your use of the Service is subject to the Acceptable Use Policy, which is incorporated into these Terms by reference. You agree not to use the Service to:

- Send spam, unsolicited messages, or messages to recipients who have not consented to receive them
- Harass, threaten, defame, or abuse any individual
- Violate any applicable laws, regulations, or third-party rights
- Circumvent or attempt to circumvent security controls, authentication mechanisms, or rate limits
- Interfere with, disrupt, or attempt to gain unauthorized access to the Service or its infrastructure

- Use the Service for any illegal, fraudulent, or malicious purpose
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Service
- Benchmark, test, or evaluate the Service for competitive purposes without prior written consent

Violation of the Acceptable Use Policy may result in immediate suspension or termination of your account without refund.

7. Data Ownership and Retention

7.1 Customer Data

You retain all rights, title, and interest in and to the data, content, and information you submit to the Service (“Customer Data”). OpsFusion acquires no ownership rights in Customer Data.

7.2 License to Customer Data

You grant OpsFusion a limited, non-exclusive, worldwide license to use, process, store, and transmit Customer Data solely to the extent necessary to provide, maintain, and improve the Service in accordance with these Terms and our Privacy Policy.

7.3 Aggregated Data

OpsFusion may collect and use aggregated, anonymized, or de-identified data derived from Customer’s use of the Service for analytics, benchmarking, product improvement, and other legitimate business purposes, provided such data cannot reasonably be used to identify Customer or any individual.

7.4 Prohibited Data

The Service is designed to process operational alerting data such as names, email addresses, phone numbers, IP addresses, and hostnames. Customer shall not submit to the Service any passwords, authentication credentials, API secrets, financial account numbers, payment card data, protected health information, Social Security numbers, or other highly sensitive data (“Prohibited Data”). Customer is solely responsible for ensuring that Prohibited Data is not included in alert content, notification payloads, or any other data submitted to the Service. **OpsFusion shall have no liability whatsoever for any loss, disclosure, or exposure of Prohibited Data submitted by Customer in violation of this Section, and Customer shall indemnify OpsFusion against any claims arising from Customer’s submission of Prohibited Data.**

7.5 Data Retention

Alert data is retained for ninety (90) days from creation unless a different retention period is specified in your subscription plan. Account data is retained for the duration of your active subscription. Upon account termination, Customer Data will be deleted in accordance with our Privacy Policy, subject to any legal retention requirements.

8. Intellectual Property

8.1 OpsFusion IP

OpsFusion retains all rights, title, and interest in and to the Service, including all software, algorithms, interfaces, documentation, designs, trademarks, trade secrets, patents, and other intellectual property embodied in or related to the Service (“OpsFusion IP”). Nothing in these Terms transfers or assigns any OpsFusion IP to Customer.

8.2 License Grant

Subject to your compliance with these Terms and payment of applicable fees, OpsFusion grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service during the subscription term solely for your internal business purposes.

8.3 Restrictions

You may not: (a) sublicense, sell, resell, lease, or distribute the Service or any rights therein; (b) modify or create derivative works based on the Service; (c) reverse engineer, decompile, or disassemble the Service; (d) copy, frame, or mirror any portion of the Service; (e) access the Service to build a competing product or service; or (f) use OpsFusion’s name, logo, or trademarks without prior written consent.

8.4 Feedback

If you provide suggestions, ideas, enhancement requests, recommendations, or other feedback regarding the Service (“Feedback”), you assign to OpsFusion all rights in such Feedback and agree that OpsFusion may use Feedback for any purpose without restriction, attribution, or compensation to you.

9. Confidentiality

9.1 Definition

“Confidential Information” means any non-public information disclosed by one party (“Discloser”) to the other party (“Recipient”) in connection with these Terms that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, business plans, Customer Data, pricing, technical data, product roadmaps, and security information.

9.2 Obligations

The Recipient shall: (a) use Confidential Information solely for the purposes of performing its obligations or exercising its rights under these Terms; (b) protect Confidential Information using at least the same degree of care it uses for its own confidential information, but no less than reasonable care; and (c) not disclose Confidential Information to any third party except as expressly permitted herein.

9.3 Exceptions

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Recipient; (b) was known to the Recipient prior to disclosure; (c) is independently developed by the Recipient without use of or reference to the Discloser’s Confidential Information; or (d) is lawfully received from a third party without restriction on disclosure.

9.4 Compelled Disclosure

The Recipient may disclose Confidential Information to the extent required by applicable law, regulation, or legal process, provided the Recipient provides the Discloser with prompt notice (to the extent legally permitted) and cooperates with the Discloser’s efforts to obtain protective treatment for the information.

10. Service Risk and Liability Protection

10.1 Best-Effort Notification Delivery

Alerts and notifications are delivered on a **best-effort basis**. OpsFusion does not guarantee that any alert or notification will be delivered, delivered within a specific timeframe, delivered in a specific order, or received by the intended recipient. Delivery may be affected by, among other things:

- Network disruptions, congestion, or outages
- Third-party service provider failures or degraded performance (including AWS, Twilio, and telecommunications carriers)

- Customer configuration errors, including incorrect contact information, routing rules, or escalation policies
- Recipient device settings, carrier filtering, spam filters, or do-not-disturb modes
- Rate limits imposed by third-party carriers or service providers

10.2 Not a Substitute for Direct Monitoring

The Service is not a substitute for direct monitoring systems, emergency services, life-safety systems, or any system where failure to deliver a notification could result in death, personal injury, or significant property damage. Customer is solely responsible for implementing redundant and backup notification methods appropriate to Customer’s risk tolerance and operational requirements. OpsFusion strongly recommends that Customer maintain multiple independent alerting channels and not rely solely on the Service for critical incident notification.

10.3 Customer Configuration Responsibility

Customer is solely responsible for properly configuring and testing all alert rules, escalation policies, notification channels, on-call schedules, and contact information within the Service. OpsFusion is not liable for any failure resulting from Customer’s misconfiguration or failure to test.

10.4 Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under these Terms (other than payment obligations) to the extent caused by events beyond its reasonable control (“Force Majeure Events”), including but not limited to:

- Cloud infrastructure or hosting provider outages (including AWS)
- Telecommunications or internet service disruptions
- Third-party service provider failures (including Twilio and SMS/voice carriers)
- Acts of government, regulatory actions, embargoes, or sanctions
- Natural disasters, fire, flood, earthquake, hurricane, pandemic, or epidemic
- War, terrorism, civil unrest, or labor disputes
- Power failures or equipment malfunctions
- Cyberattacks, denial-of-service attacks, or security incidents affecting infrastructure providers

The affected party shall provide prompt notice to the other party and use commercially reasonable efforts to mitigate the impact. Performance timelines are extended for the duration of the Force Majeure Event. If a Force Majeure Event continues for more than sixty (60) days, either party may terminate the affected portion of these Terms upon written notice.

10.5 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OPSFUSION'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO OPSFUSION IN THE ONE (1) MONTH IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

IN NO EVENT SHALL OPSFUSION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, DATA, BUSINESS OPPORTUNITIES, OR ANTICIPATED SAVINGS, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT OPSFUSION WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE LIMITATIONS IN THIS SECTION APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.6 Exceptions to Limitation

The limitations of liability in Section 10.5 do not apply to: (a) either party's indemnification obligations; (b) Customer's breach of OpsFusion's intellectual property rights; or (c) Customer's payment obligations. For either party's breach of confidentiality obligations under Section 9, total aggregate liability shall not exceed the amount of fees actually paid by Customer to OpsFusion in the three (3) months immediately preceding the event giving rise to the claim.

11. Service Level Agreement

11.1 Uptime Commitment

For paid subscription plans, OpsFusion commits to a monthly uptime percentage of 99.9%, as further described in the Service Level Agreement.

11.2 Service Credits

If OpsFusion fails to meet the uptime commitment, Customer may be eligible for service credits as described in the SLA. Service credits are calculated as a pro-rata refund of the subscription fees paid for the affected month.

11.3 Exclusions

The SLA does not apply to: (a) scheduled maintenance; (b) downtime caused by third-party service provider outages; (c) Force Majeure Events; (d) Customer's equipment, software, or network connections; (e) usage exceeding plan limits; (f) free trial accounts; or (g) suspension due to Customer's breach of these Terms.

11.4 Sole Remedy

Service credits described in the SLA constitute Customer's sole and exclusive remedy for any failure by OpsFusion to meet the uptime commitment. To request service credits, Customer must submit a support ticket within thirty (30) days of the downtime event.

12. Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THE SLA, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. OPSFUSION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND QUIET ENJOYMENT.

OPSFUSION DOES NOT WARRANT THAT: (A) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) RESULTS OBTAINED FROM THE SERVICE WILL BE ACCURATE, RELIABLE, OR COMPLETE; (D) ANY ERRORS OR DEFECTS IN THE SERVICE WILL BE CORRECTED; (E) THE SERVICE WILL BE COMPATIBLE WITH YOUR SYSTEMS OR THIRD-PARTY SOFTWARE; (F) ALERTS OR NOTIFICATIONS WILL BE DELIVERED SUCCESSFULLY, IN ORDER, OR WITHIN ANY SPECIFIC TIMEFRAME; OR (G) THIRD-PARTY SERVICES, INCLUDING AWS AND TWILIO, WILL BE AVAILABLE, PERFORM AS EXPECTED, OR MEET ANY PARTICULAR STANDARD OF SERVICE.

CUSTOMER ACKNOWLEDGES THAT OPSFUSION HAS NO CONTROL OVER THE AVAILABILITY OR PERFORMANCE OF THIRD-PARTY TELECOMMUNICATIONS NETWORKS, INTERNET SERVICE PROVIDERS, SMS CARRIERS, OR VOICE CALL CARRIERS, AND MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THEIR PERFORMANCE.

13. Indemnification

13.1 Customer Indemnification

Customer shall indemnify, defend, and hold harmless OpsFusion and its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Customer's use of the Service in violation of these Terms; (b) Customer's violation of the Acceptable Use Policy; (c) Customer Data or Customer's alert content violating any law or infringing any third-party right; (d) Customer's violation of applicable telecommunications laws, including the Telephone Consumer Protection Act (TCPA), CAN-SPAM Act, or similar legislation; (e) any unauthorized use of the Service through Customer's account; or (f) Customer's breach of any representation or warranty made herein.

13.2 OpsFusion Indemnification

OpsFusion shall indemnify, defend, and hold harmless Customer from and against any third-party claim that Customer's authorized use of the Service infringes a third-party United States patent, copyright, or trademark, provided that: (a) Customer promptly notifies OpsFusion of the claim; (b) OpsFusion has sole control of the defense and settlement; and (c) Customer provides reasonable cooperation at OpsFusion's expense.

13.3 Exclusions from OpsFusion Indemnification

OpsFusion's indemnification obligations do not apply to claims arising from: (a) Customer's modification of the Service; (b) Customer's combination of the Service with products, services, or technologies not provided by OpsFusion; (c) Customer's use of the Service after OpsFusion notifies Customer to discontinue such use; or (d) use of a non-current version of the Service if the claim would have been avoided by using a current version.

13.4 Indemnification Procedure

The indemnifying party shall have sole authority to defend or settle any claim, provided that no settlement may impose any obligation on the indemnified party or admit any liability on behalf of the indemnified party without its prior written consent. The indemnified party may participate in the defense at its own expense.

14. Third-Party Services and Subprocessors

14.1 Third-Party Providers

The Service integrates with and depends upon third-party service providers, including:

- **Amazon Web Services (AWS):** Cloud infrastructure, compute, storage, email delivery (SES), and related services
- **Twilio:** SMS, voice call delivery, and telecommunications services
- **Paddle:** Payment processing, subscription billing, tax calculation, and merchant of record services

14.2 Third-Party Terms

Customer's use of the Service may be subject to the terms and conditions of these third-party providers. Customer acknowledges and agrees that OpsFusion is not responsible for the acts, omissions, or failures of any third-party provider.

14.3 Subprocessors

A list of subprocessors used by OpsFusion to provide the Service is available at <https://opsfusion.cloud/subprocessors>. Changes to the subprocessor list are governed by the Data Processing Agreement.

15. International Use and Data Transfers

15.1 Data Processing Location

Customer Data may be processed in the United States. By using the Service, Customer consents to the transfer and processing of Customer Data in the United States.

15.2 EU/UK Data Transfers

For customers located in the European Union or United Kingdom, data transfers to the United States are protected by Standard Contractual Clauses (SCCs) as described in our Data Processing Agreement.

15.3 Compliance with Local Laws

Customer is responsible for ensuring that its use of the Service complies with all applicable laws and regulations in its jurisdiction, including data protection, privacy, telecommunications, and anti-spam laws.

16. Term and Termination

16.1 Term

These Terms are effective from the date you first access or use the Service and continue until terminated in accordance with this Section.

16.2 Termination by Customer

You may cancel your subscription at any time through the Service or by contacting support. Cancellation takes effect at the end of the current billing period. No refunds are issued for unused portions of a billing period.

16.3 Termination by OpsFusion

OpsFusion may suspend or terminate your account if: (a) you fail to pay fees when due, in which case suspension or termination may occur immediately without prior notice; (b) you breach these Terms or the Acceptable Use Policy; (c) your use of the Service poses a security risk to OpsFusion or any third party; (d) you become subject to bankruptcy, insolvency, or similar proceedings; or (e) as required by law.

16.4 Effect of Termination

Upon termination: (a) all rights and licenses granted to Customer terminate immediately; (b) Customer must cease all use of the Service; (c) Customer Data will be automatically deleted in accordance with the data retention policy described in Section 7.5; and (d) any fees owed by Customer become immediately due and payable.

16.5 Survival

Sections 7 (Data Ownership), 8 (Intellectual Property), 9 (Confidentiality), 10 (Service Risk and Liability Protection), 12 (Warranty Disclaimer), 13 (Indemnification), 17 (Governing Law), and this Section 16.5 survive termination of these Terms.

17. Governing Law and Dispute Resolution

17.1 Governing Law

These Terms are governed by and construed in accordance with the laws of the State of California, United States, without regard to its conflict of laws principles.

17.2 Binding Arbitration

Any dispute, controversy, or claim arising out of or relating to these Terms or the breach, termination, or validity thereof shall be finally settled by binding arbitration administered by JAMS in San Francisco, California, in accordance with its Streamlined Arbitration Rules and Procedures. The arbitration shall be conducted by a single arbitrator. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

17.3 Class Action Waiver

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY AGREES THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

17.4 Injunctive Relief

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement of intellectual property rights or breach of confidentiality obligations.

17.5 Small Claims

Either party may bring an action in small claims court in San Francisco County, California, for disputes within the jurisdictional limits of the court.

18. General Provisions

18.1 Entire Agreement

These Terms, together with the Privacy Policy, Acceptable Use Policy, Data Processing Agreement, SLA, and any order forms or subscription agreements, constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements, proposals, and representations, whether written or oral, concerning the subject matter hereof.

18.2 Amendments

OpsFusion may update these Terms at any time by posting the revised Terms on our website. Material changes will be communicated to Customer via email or through the Service at least thirty (30) days before they take effect. Continued use of the Service after the effective date of any changes constitutes acceptance of the updated Terms. If you do not agree with any changes, you must stop using the Service and cancel your subscription before the changes take effect.

18.3 Assignment

Customer may not assign or transfer these Terms or any rights hereunder without OpsFusion's prior written consent. OpsFusion may assign these Terms, in whole or in part, without restriction, including in connection with a merger, acquisition, reorganization, or sale of substantially all of its assets. Any purported assignment in violation of this Section is void.

18.4 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties' original intent.

18.5 Waiver

The failure of either party to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by the waiving party.

18.6 No Agency

Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between the parties. Neither party has authority to bind the other party or incur obligations on the other party's behalf.

18.7 Notices

All legal notices under these Terms must be in writing and sent to: (a) OpsFusion at support@opsfusion.cloud; or (b) Customer at the email address associated with Customer's account. Notices are deemed received when delivered.

18.8 Export Compliance

Customer shall comply with all applicable export control and sanctions laws and regulations of the United States and other applicable jurisdictions. Customer shall not provide access to the Service to any person, entity, or jurisdiction prohibited under such laws.

18.9 Electronic Communications

By using the Service, you consent to receiving electronic communications from OpsFusion, including emails, in-app notifications, and updates posted to our website. These electronic communications satisfy any legal requirement that communications be in writing.

18.10 Third-Party Beneficiaries

These Terms do not confer any rights or remedies upon any person or entity other than the parties hereto.

19. Contact Information

For questions about these Terms, please contact us at:

OpsFusion LLC Email: support@opsfusion.cloud Website: <https://opsfusion.cloud>

These Terms of Service were last updated on July 17, 2026.