

Opervia Terms of Service

Effective Date: [Insert Date]

These Terms of Service (“Terms”) govern your use of Opervia’s website, software, and related services (the “Services”). By accessing or using the Services, you agree to these Terms. If you do not agree, you may not use Opervia.

1. Eligibility

You must be at least 18 years old and authorized to act on behalf of your business to use Opervia.

2. Account Registration

- You must provide accurate and complete information when creating an Opervia account.
 - You are responsible for maintaining the confidentiality of your login credentials.
 - You are responsible for all activity under your account, whether authorized or not.
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3. Use of Services

You agree to use Opervia only for lawful business purposes and in accordance with these Terms. You may not:

- Copy, modify, or distribute Opervia without authorization.
- Reverse engineer, decompile, or attempt to access the source code.
- Use the Services to store or transmit unlawful, harmful, or fraudulent data.
- Interfere with or disrupt the security or performance of the Services.

4. Customer Data

- You retain all rights to customer and machine data you upload into Opervia.
 - You grant Opervia a limited license to use that data solely for providing the Services.
 - You are responsible for ensuring you have the right to upload and use any customer data in the platform.
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5. Subscription & Payment

- Use of Opervia may require a paid subscription. Subscription terms, pricing, and billing will be detailed in your service agreement.
 - Fees are non-refundable unless otherwise required by law or specified in writing.
 - Opervia may suspend or terminate accounts for non-payment.
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6. Intellectual Property

- Opervia and all related trademarks, logos, and software are owned by Opervia and protected by copyright and intellectual property laws.
 - These Terms do not grant you ownership of Opervia's intellectual property.
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7. Service Availability

- Opervia strives for 24/7 uptime but does not guarantee uninterrupted access.
- Maintenance, updates, or unforeseen outages may cause temporary downtime.

- Opervia is not liable for losses arising from downtime.
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8. Data Security & Privacy

Your use of Opervia is also governed by our **Privacy Policy**, which explains how we collect, use, and protect your information.

9. Termination

Opervia may suspend or terminate your access if you violate these Terms, fail to pay fees, or misuse the Services. You may terminate your account at any time by contacting us.

10. Disclaimer of Warranties

Opervia is provided “as is” and “as available.” We disclaim all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

11. Limitation of Liability

To the maximum extent permitted by law:

- Opervia shall not be liable for indirect, incidental, or consequential damages.
 - Opervia’s total liability shall not exceed the amount paid by you to Opervia in the past 12 months.
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12. Indemnification

You agree to indemnify and hold harmless Opervia from claims, damages, or expenses arising from your misuse of the Services, violation of these Terms, or infringement of third-party rights.

13. Changes to Terms

Opervia may update these Terms from time to time. Updated Terms will be posted with a new effective date. Continued use of the Services means you accept the updated Terms.

14. Governing Law

These Terms are governed by the laws of the state of **[Insert State]**, without regard to conflict of law principles.

15. Contact Us

For questions regarding these Terms, please contact us at:

Opervia

Email: **[Insert Contact Email]**

Phone: **[Insert Contact Phone]**

Address: **[Insert Company Address]**