

# BUILD AUTHORITY

## Terms of Service

**Effective Date: February 20, 2026**

These Terms of Service (“Terms”) govern access to and use of the Build Authority platform (the “Service”), operated by **Build Something**.

By accessing or using the Service, you agree to these Terms.

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### 1. Eligibility

The Service is intended for business use only.

You must:

- Be authorized by a subscribing organization
  - Use the Service for lawful business purposes
  - Comply with all applicable laws
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### 2. Account Responsibility

Customers are responsible for:

- Maintaining credential confidentiality
- Managing user access
- Ensuring authorized use

Users may not:

- Share credentials improperly
  - Attempt unauthorized system access
  - Circumvent security mechanisms
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### **3. Permitted Use**

You may use the Service to:

- Define and manage strategic decisions
- Track execution and performance metrics
- Analyze operational data
- Generate decision-support outputs

You may not:

- Use the Service for unlawful activity
  - Upload malicious code
  - Reverse engineer or copy the platform
  - Resell access without written authorization
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### **4. Customer Data**

Customers retain ownership of all Customer Data.

You grant Build Something a limited, non-exclusive license to process Customer Data solely to provide and improve the Service.

We do not claim rights to customer intellectual property.

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## 5. Intellectual Property

All rights, title, and interest in the Service, including software, architecture, design, and documentation, remain the property of Build Something.

These Terms do not transfer ownership of the Service to customers.

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## 6. Confidentiality

Each party agrees to maintain confidentiality of proprietary information disclosed in connection with the Service.

Confidential information may only be used to fulfill obligations under these Terms.

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## 7. Fees and Payment

If applicable, fees are governed by separate Order Forms or Subscription Agreements.

Failure to pay fees may result in suspension or termination.

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## 8. Termination

We may suspend or terminate access if:

- These Terms are violated
- Payment obligations are unmet
- Use poses a security risk

Upon termination:

- Access will be revoked

- Data export may be permitted under agreement
  - Data deletion will follow established retention policies
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## **9. Disclaimer of Warranties**

The Service is provided “as is” and “as available.”

We disclaim all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement.

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## **10. Limitation of Liability**

To the maximum extent permitted by law:

- We are not liable for indirect, incidental, or consequential damages.
  - Total liability shall not exceed the fees paid by the customer in the twelve (12) months preceding the claim.
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## **11. Indemnification**

You agree to indemnify and hold Build Something harmless from claims arising from:

- Misuse of the Service
  - Violation of applicable law
  - Infringement caused by Customer Data
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## **12. Governing Law**

These Terms are governed by the laws of [State/Country], without regard to conflict-of-law principles.

Disputes shall be resolved in the courts of [Jurisdiction].

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## **13. Modifications**

We may modify these Terms from time to time. Continued use of the Service after changes become effective constitutes acceptance of the revised Terms.