

# Terms of Service for sAlmon Software

Last Updated: December 24, 2025

Effective Date: December 24, 2025

Welcome to sAlmon Software (the "Service"). These Terms of Service (these "Terms") are a legal agreement between you ("you" or "User") and sAlmon Software, Inc., a Delaware corporation ("Company," "we," "us," or "our").

By accessing or using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Service. If you are using the Service on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms, and "you" and "User" will refer to that organization.

## 1. Definitions

- **"Account"** means your registered account for accessing and using the Service.
- **"Content"** means any text, data, information, software, graphics, photographs, videos, audio, or other materials.
- **"Service"** means the sAlmon Software SaaS platform, including all features, functionality, and content provided by the Company via our website and mobile applications.
- **"Subscription Plan"** means the specific pricing plan and feature set you have selected for your Account.
- **"User Content"** means any Content that you upload, submit, post, transmit, or otherwise make available through the Service.
- **"Intellectual Property Rights"** means all patent rights, copyright rights, trademark rights, trade secret rights, and any other intellectual property rights recognized in any country or jurisdiction.

## 2. Eligibility

The Service is available to all audiences with no age restriction. By using the Service, you represent and warrant that you have the legal capacity to enter into a binding contract or, if you are under the age of majority in your jurisdiction, that your parent or guardian has reviewed these Terms, consents to your use of the Service, and agrees to these Terms on your behalf. You must comply with all applicable laws and regulations in your use of the Service. The Service is not available in jurisdictions subject to U.S. export restrictions or sanctions.

## 3. Account Registration and Security

To access the Service, you must create an Account by providing accurate, current, and complete information, including your name, email address, and password. You are responsible for maintaining the confidentiality of your Account credentials and for all activities under your Account. Notify us immediately of any unauthorized use. We reserve the right to suspend or terminate your Account if information provided is inaccurate or if you violate these Terms.

## 4. Subscription Plans and Billing

We offer month-to-month and annual Subscription Plans. Pricing and features are available on our website.

- **Month-to-Month Subscriptions:** Billed monthly in advance. Automatically renew each month unless canceled at least 24 hours before the renewal date. You may cancel anytime via your Account settings; access continues until the end of the current billing period. No refunds for partial months.
- **Annual Subscriptions:** Billed annually in advance. Automatically renew each year unless canceled at least 30 days before the renewal date. Early cancellation may incur fees equal to the remaining balance, at our discretion. Annual plans may offer discounts compared to monthly plans.
- **Payment:** Provide a valid payment method. You authorize us to charge fees automatically. All fees are non-refundable except as required by law. Prices may change with 30 days' notice; continued use constitutes acceptance.
- **Taxes:** Fees exclude taxes; you are responsible for all applicable taxes.
- **Downgrades/Upgrades:** Changes take effect at the next billing cycle. Downgrades may result in loss of features or data.

## 5. Usage Terms and Acceptable Use

We grant you a limited, non-exclusive, non-transferable, revocable license to use the Service for your internal business or personal purposes, subject to these Terms.

You may not:

- Copy, modify, reverse engineer, or create derivative works of the Service.
- Use the Service to violate laws, send spam, or transmit malware.
- Impersonate others, harass users, or engage in discriminatory conduct.
- Overload our systems or attempt unauthorized access.
- Use the Service for competitive purposes.

We may monitor usage and suspend/terminate Accounts for violations.

## 6. SMS Usage

The Service may include SMS messaging features. By opting in to receive SMS, you consent to receive text messages from us, including marketing, notifications, and service updates.

- **Opt-In Consent:** By providing your phone number and opting in (e.g., via keyword to our short code or web form), you expressly consent to receive SMS from sAlmon Software. Message frequency varies (e.g., up to 5 messages per week). Message and data rates may apply.
- **Opt-Out:** Reply STOP to any message to opt out. You may also contact support at [support@saimonsoftware.com](mailto:support@saimonsoftware.com).
- **Costs:** Standard message and data rates from your carrier apply. We are not liable for delayed or undelivered messages.
- **Abandoned Cart Messages:** If applicable, we may send reminders about incomplete transactions.
- **Support:** For help, reply HELP or email [support@saimonsoftware.com](mailto:support@saimonsoftware.com).
- **Privacy:** See our Privacy Policy for how we handle your data.

We comply with CTIA guidelines and applicable laws for SMS. Carriers are not liable for delayed/undelivered messages.

## 7. GDPR Compliance Information

We comply with the General Data Protection Regulation (GDPR) for processing personal data of EU residents. As Data Controller, you are responsible for lawful bases of processing. We act as Data Processor and have implemented appropriate technical and organizational measures to protect data.

Key commitments:

- Process data only on your documented instructions.
- Ensure personnel are bound by confidentiality.
- Implement security measures per Article 32 GDPR.
- Assist with data subject rights requests, impact assessments, and breach notifications.
- Use subprocessors only with your consent.
- Delete or return data upon termination.
- Allow audits to demonstrate compliance.

For transfers outside the EEA, we use EU-approved standard contractual clauses. See our Data Processing Agreement (available upon request) for full details.

## **8. PCI Compliance Information**

If the Service involves storing, processing, or transmitting payment card data, we maintain PCI DSS compliance for relevant portions of the Service. You are responsible for your compliance with PCI DSS, including not storing sensitive card data outside designated encrypted fields.

- We will provide evidence of our PCI DSS compliance upon request.
- Any changes you make to the Service may affect compliance; you are solely responsible.
- In case of a data breach, we will notify you without undue delay and cooperate in mitigation.
- You agree to indemnify us for claims arising from your non-compliance.

We use compliant payment processors and do not store full card details on our servers.

## **9. User Content and Intellectual Property**

You retain ownership of your User Content but grant us a worldwide, non-exclusive, royalty-free license to use it to provide and improve the Service. You warrant that your Content does not infringe third-party rights.

The Service and its content (excluding User Content) are owned by us or our licensors, protected by Intellectual Property Rights. You may not use our trademarks without consent. Feedback you provide grants us a perpetual license to use it.

We may review, edit, or remove Content violating these Terms but are not obligated to monitor.

## **10. Limitation of Liability**

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Our total liability for any claims shall not exceed the fees you paid in the 12 months preceding the claim. We are not liable for indirect, consequential, or punitive damages, including lost profits or data, even if advised of the possibility.

Some jurisdictions do not allow limitations; these apply to the maximum extent permitted.

## **11. Termination**

You may terminate your Account anytime. We may terminate for violations, non-payment, or if we discontinue the Service (with 30 days' notice). Upon termination, access ends, and we may delete your data. Surviving sections include IP, Liability, Indemnification, and Governing Law.

## **12. Indemnification**

You agree to indemnify and hold us harmless from claims arising from your use of the Service, violations of these Terms, or infringement of third-party rights.

## **13. Governing Law and Dispute Resolution**

These Terms are governed by Delaware law, without regard to conflicts of laws. Disputes shall be resolved exclusively in Delaware courts. We may seek injunctive relief for IP violations.

## **14. Miscellaneous**

- **Changes:** We may update these Terms with notice; continued use constitutes acceptance.
- **Severability:** Invalid provisions do not affect others.
- **No Waiver:** Failure to enforce does not waive rights.
- **Entire Agreement:** These Terms supersede prior agreements.
- **Contact:** Questions? Email [legal@saimonsoftware.com](mailto:legal@saimonsoftware.com).

By using the Service, you acknowledge you have read and agree to these Terms.