

Fors33 Terms of Service

Last Updated: March 29, 2026

1. Acceptance of Terms By accessing the Fors33 website, creating an account, or utilizing any of our software, APIs, or services (collectively, the "Services"), you agree to be bound by these Terms of Service. If you do not agree to all terms and conditions, you must immediately cease use of the Services.

2. Operator Identity and Security Access to certain Services require authentication. You are entirely and solely responsible for maintaining the confidentiality of your credentials, tokens, and license keys. Fors33 assumes no responsibility and will not be liable for any loss, damage, or unauthorized access arising from your failure to secure your systems or operator identity. You are strictly liable for all activity that occurs under your account.

3. Billing and Subscriptions Paid Services are billed in advance on a recurring schedule.

- By providing payment information, you authorize Fors33 and our payment processors to automatically charge the applicable fees.
- All fees are non-refundable, regardless of usage.
- Fors33 reserves the right to modify pricing at any time. Continued use of the Services after a price change constitutes acceptance of the new rate.

4. Infrastructure and Execution Reality Fors33 provides tools that interact with your local infrastructure and environments. We do not host, store, or manage your raw data. You acknowledge and accept that you hold absolute responsibility for the configuration, health, backup, and security of your own hardware, networks, and operating systems. Fors33 makes no guarantees regarding the compatibility of our Services with your specific environment.

5. License Grant and Absolute Restrictions Fors33 grants you a limited, revocable, non-exclusive, non-transferable license to use the Services. You are strictly prohibited from:

- Reverse engineering, decompiling, or attempting to extract the source code of any Fors33 property.
- Reselling, sublicensing, or redistributing your access keys or operator seats.
- Utilizing the Services to build a competitive product or for any illegal, unauthorized, or destructive purpose.

6. Limitation of Liability To the maximum extent permitted by applicable law, under no circumstances shall Fors33, its officers, or its affiliates be liable for any direct, indirect, incidental, special, consequential, or punitive damages. This absolute limitation of liability includes, but is not limited to, loss of profits, data corruption, hardware failure, business interruption, or other intangible losses resulting from your use or inability to use the Services. You use the Services entirely at your own risk.

7. Termination of Access Fors33 reserves the right to suspend or terminate your account, revoke access keys, and refuse any current or future use of the Services at our sole discretion, at any time, for any reason or no reason, without prior notice or liability.

8. Service Modifications Fors33 reserves the right to modify, suspend, or discontinue any aspect of the Services at any time. We may also revise these Terms of Service at our discretion. By continuing to use the Services after revisions become effective, you agree to be bound by the updated terms.

9. Indemnification You agree to defend, indemnify, and hold harmless Fors33, its affiliates, and its respective officers, directors, and employees from and against any claims, liabilities, damages, losses, and expenses, including reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Services or your violation of these Terms of Service.

10. Governing Law and Dispute Resolution These Terms of Service shall be governed by the laws of the State of Michigan, without regard to its conflict of law provisions. Any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, shall be determined by binding arbitration, rather than in court. You agree to waive any right to participate in a class action lawsuit or class-wide arbitration. However, to accommodate distributed operations, the arbitration may be conducted entirely remotely via video conference or written submissions upon mutual agreement. You agree to waive any right to participate in a class action lawsuit or class-wide arbitration.

11. Severability and Entire Agreement These Terms constitute the entire and exclusive understanding and agreement between Fors33 and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the remaining provisions of these Terms will remain in full force and effect.