

Terms of Service

Allyance Logic, Inc.

Effective Date: February 15, 2019

These Terms of Service (“Terms”) govern access to and use of the software, platforms, applications, websites, and services (collectively, the “Services”) provided by **Allyance Logic, Inc.** (“Allyance Logic,” “we,” “us,” or “our”). By accessing or using the Services, you (“Customer,” “you,” or “User”) agree to be bound by these Terms.

If you are entering into these Terms on behalf of an organization, you represent that you have the authority to bind that organization.

1. Description of Services

Allyance Logic provides cloud-based learning management and related services, including tools for delivering, managing, tracking, and reporting on training and educational content (“LMS Services”). Features and functionality may change over time.

2. Eligibility and Account Registration

You must be at least 18 years old to use the Services. To access certain features, you may be required to create an account and provide accurate, complete, and current information. You are responsible for maintaining the confidentiality of your account credentials and for all activities under your account.

3. License and Acceptable Use

3.1 License Grant

Subject to these Terms and payment of applicable fees, Allyance Logic grants you a limited, non-exclusive, non-transferable, revocable right to access and use the Services solely for your internal business or educational purposes.

3.2 Acceptable Use

You agree not to:

- Use the Services in violation of any applicable law or regulation
- Reverse engineer, decompile, or attempt to extract source code
- Interfere with or disrupt the integrity or performance of the Services
- Upload or distribute malicious code
- Use the Services to infringe intellectual property or privacy rights

We reserve the right to suspend or terminate access for violations of this section.

4. Customer Content

4.1 Ownership

You retain ownership of all content, data, and materials uploaded to the Services (“Customer Content”). Alliance Logic does not claim ownership of Customer Content.

4.2 License to Alliance Logic

You grant Alliance Logic a limited license to host, store, process, and display Customer Content solely as necessary to provide and improve the Services.

4.3 Responsibility for Content

You are solely responsible for the legality, accuracy, and appropriateness of Customer Content and for obtaining all necessary rights and consents.

5. Fees and Payment

Fees, billing terms, and payment schedules are set forth in an applicable order form, subscription agreement, or statement of work. All fees are non-refundable unless expressly stated otherwise. Failure to pay may result in suspension or termination of Services.

6. Confidentiality

Each party agrees to protect the other party's confidential information and to use it solely for purposes of performing under these Terms. Confidential information does not include information that is publicly available through no fault of the receiving party.

7. Data Privacy and Security

Allyance Logic will implement reasonable administrative, technical, and physical safeguards to protect Customer Content. Use of the Services is also governed by our Privacy Policy, which is incorporated by reference.

8. Intellectual Property

All intellectual property rights in the Services, including software, documentation, trademarks, and logos, are owned by Allyance Logic or its licensors. Except as expressly stated, no rights are granted under these Terms.

9. Third-Party Services

The Services may integrate with third-party products or services. Allyance Logic is not responsible for third-party services and makes no warranties regarding them.

10. Term and Termination

10.1 Term

These Terms remain in effect until terminated by either party.

10.2 Termination

Either party may terminate these Terms upon written notice if the other party materially breaches and fails to cure within a reasonable period. Allyance Logic may suspend or terminate access immediately for misuse or non-payment.

10.3 Effect of Termination

Upon termination, your right to access the Services will cease. Certain sections (including confidentiality, intellectual property, disclaimers, and limitations of liability) will survive termination.

11. Disclaimers

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” ALLYANCE LOGIC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALLYANCE LOGIC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES. ALLYANCE LOGIC’S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES SHALL NOT EXCEED THE AMOUNTS PAID BY YOU TO ALLYANCE LOGIC IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

13. Indemnification

You agree to indemnify and hold harmless Alliance Logic from any claims, damages, or expenses arising out of your use of the Services or violation of these Terms.

14. Modifications

We may update these Terms from time to time. Material changes will be communicated through the Services or by other reasonable means. Continued use after changes constitutes acceptance.

15. Governing Law

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

16. Miscellaneous

These Terms constitute the entire agreement between the parties regarding the Services and supersede all prior agreements. If any provision is held unenforceable, the remaining provisions will remain in effect. You may not assign these Terms without our consent.

17. Contact Information

Alliance Logic, Inc.

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