

# Terms & Conditions for Enterprise Use

## Limited, Non-transferable, Non-exclusive Enterprise Use License for Non-Commercial Use by an Organization or Business Entity

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### Terms & Conditions

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- Use Our offering or any related materials and/or communications in an unlawful way or for any illegal or unlawful purpose(s).

## 2. Third-Party Services

In using the Services, you may interact with third-party services, products, software, embeds, or applications (“Third-Party Services”).

By using any Third-Party Services, you acknowledge and agree that:

- Any use of Third-Party Services is at your own risk.
- We are not responsible or liable for Third-Party websites or services.
- We are not liable for any damage or loss caused by or alleged to be caused by or in connection with the use of any such Third-Party Services.

## 3. Accounts

To access certain features of our Services, you may need to register for an account. You agree to provide accurate and complete information when registering for an account and to keep your information up-to-date.

You are solely responsible for any activity that occurs under your account. You must keep your account information confidential and secure. Notify us immediately of any unauthorized use of your account or any other breach of security.

## 4. Links to Other Websites

Our Services may contain links to third-party websites or services that are not owned or controlled by B Optimal Consulting, LLC.

We assume no responsibility for the content, privacy policies, or practices of any third-party websites or services. We are not liable for any damage or loss caused by or alleged to be caused by or in connection with the use of or reliance on any such third-party websites or services.

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We advise you to review the terms and conditions and privacy policies of any third-party websites or services you visit.

## **5. Termination**

We may terminate or suspend your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately.

If you wish to terminate the Agreement or your B Optimal account, you may simply stop using our Services.

Provisions of the Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## **6. Disclaimer**

Our Services are provided on an “AS IS” and “AS AVAILABLE” basis. B Optimal and its suppliers and licensors disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that our Services will be error-free or that access will be continuous or uninterrupted.

You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

## **7. Jurisdiction and Applicable Law**

Except as required by applicable law, these Terms and any access to or use of our Services will be governed by the laws of the United States and the State of New York.

The proper venue for any disputes arising out of or relating to these Terms and any access to or use of our Services will be the courts located in the State of New York, United States of America.

## 8. GDPR Compliance

B Optimal complies with the General Data Protection Regulation (GDPR) for users based in the European Union. You have the right to access, modify, or delete your personal information by contacting us at [support@boptimalconsulting.com](mailto:support@boptimalconsulting.com)

## 9. Changes

B Optimal reserves the right to modify or replace these Terms at any time, at our sole discretion.

If we make material changes, we will notify you by posting on our website or by sending you an email or other communication before the changes take effect. We will provide at least 30 days' notice prior to the effective date of the new terms. If you disagree with the changes, you should stop using our Services within the notice period or after the changes take effect.

Your continued use of our Services will constitute acceptance of the new terms.

## 10. Contact Us

If you have any questions about these Terms, please contact us at [support@boptimalconsulting.com](mailto:support@boptimalconsulting.com).