OSAAP® Online Services - Terms of Service

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IMPORTANT: Please read these Terms of Service carefully before using our Services. By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services.

1. Introduction and Acceptance

1.1 Agreement Overview

These Terms of Service ("Terms," "Agreement," or "ToS") constitute a legally binding agreement between you ("User," "you," or "your") and OSAAP Technologies, a Division of OSAAP America LLC ("OSAAP," "Company," "we," "us," or "our"), governing your access to and use of the OSAAP® Online Services, including but not limited to BlueID® identity and authentication services, web portals, mobile applications, APIs, and related services (collectively, the "Services").

1.2 Acceptance of Terms

By creating an account, accessing, or using any part of the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Notice, which are incorporated herein by reference. If you are using the Services on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms.

1.3 Eligibility

To use the Services, you must:

- Be at least 16 years of age (or the age of digital consent in your jurisdiction, if higher);

- Have the legal capacity to enter into a binding agreement.
- Not being prohibited from using the Services under applicable law.
- Not have been previously suspended or removed from the Services.

1.4 Changes to Terms

We reserve the right to modify these Terms at any time. We will provide notice of material changes by:

- Posting the updated Terms on our website.
- Sending an email notification to the address associated with your account.
- Displaying a prominent notice within the Services.

Material changes will become effective thirty (30) days after notice is provided, unless otherwise specified. Your continued use of the Services after the effective date constitutes acceptance of the modified Terms.

2. **Definitions**

The following definitions apply throughout these Terms:

Term	Definition
Account	A unique user account created to access and use the Services.
Affiliate	Any entity that controls, is controlled by, or is under common control with a party, where "control" means ownership of 50% or more of voting securities.
API	Application Programming Interface provided by OSAAP to enable integration with the Services.
Authorized User	Any individual authorized by a Customer to access and use the Services under the Customer's account.
Content	Any data, text, files, images, or other materials uploaded, submitted, or transmitted through the Services.
Customer	An organization or entity that has entered into an agreement with OSAAP to use the Services.
Customer Data	Any data, including Personal Data, that is uploaded, submitted, or otherwise provided by or on behalf of a Customer or its Authorized Users.

Documentation	User guides, technical documentation, and other materials provided by OSAAP describing the functionality of the Services.
Personal Data	Information that identifies, relates to, or could reasonably be linked to an identified or identifiable individual, as defined under applicable data protection laws.
Services	All OSAAP Online Services, including BlueID, web portals, mobile applications, APIs, and related offerings.
Subscription Term	The period during which a Customer has access to paid features of the Services.

3. OSAAP Online Services

3.1 Covered Services

These Terms apply to all OSAAP® Online Services, including but not limited to:

- **OSAAP® BlueID®** - Identity and authentication services accessible via the osaapblueid.net domain.
- **OSAAP® Project Portals** - Project-based web portals on the osaaponline.net domain.
- **OSAAP® Converter Accounts** - Online converter tools on the osaaptechnologies.net domain.
- **OSAAP® BlueMobile®** - Mobile applications for iOS and Android platforms.
- **OSAAP® Shadowboard Tools** - Database and tools on the shadowboard.tools domain.
- **OSAAP® BlueSupportDesk** - Customer support portals on the osaaptechnologies.net domain.
- Any other services, websites, or applications operated by OSAAP.

3.2 Service Modifications

We continuously improve and evolve our Services. We reserve the right to:

- Add, modify, or remove features, functionality, or integrations.
- Discontinue any Service or portion thereof with reasonable notice.
- Update system requirements and supported platforms.

For material changes that significantly impact your use of the Services, we will provide at least thirty (30) days' prior notice where practicable.

4. Account Registration and Security

4.1 Account Creation

To access certain features of the Services, you must create an Account. When creating an Account, you agree to:

- Provide accurate, current, and complete information.
- Maintain and promptly update your Account information.
- Not create an Account using false or misleading information.
- Not creating multiple Accounts for fraudulent purposes.
- Not use another person's Account without authorization.

4.2 Account Security

You are responsible for maintaining the security of your Account. You agree to:

- Create a strong, unique password and keep it confidential.
- Enable two-factor authentication (2FA) when available.
- Immediately notify us of any unauthorized access or security breach.
- Not sharing your credentials with any third party.
- Log out from shared or public devices after each session.

You are liable for all activities that occur under your Account, whether or not authorized by you, except to the extent caused by our breach of these Terms.

4.3 Account Types

The Services may offer different account types with varying features and access levels:

- **Individual Accounts:** For personal, non-commercial use by individuals.
- **Business Accounts:** For organizations and their Authorized Users.
- **Enterprise Accounts:** For large organizations with custom requirements.

4.4 Account Suspension and Termination

We may suspend or terminate your Account if:

- You violate these Terms or our Acceptable Use Policy.
- Your Account is used for fraudulent or illegal activities.
- You fail to pay applicable fees when due.
- Required to comply with legal obligations.
- Necessary to protect the security or integrity of the Services.

5. Acceptable Use Policy

5.1 General Conduct

You agree to use the Services in a manner consistent with all applicable laws, regulations, and these Terms. You will not use the Services to:

5.1.1 Illegal Activities

- Violate any applicable law, regulation, or legal obligation.
- Engage in fraud, money laundering, or other financial crimes.
- Facilitate illegal transactions or activities.
- Violate export control or sanctions laws.

5.1.2 Harmful Content

- Upload, transmit, or distribute content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable.
- Distribute malware, viruses, or other malicious code.
- Transmit content that infringes intellectual property rights.
- Post content that promotes violence, discrimination, or hatred.

5.1.3 Security Violations

- Attempt to gain unauthorized access to the Services or other users' accounts.
- Circumvent security measures or access controls.
- Probe, scan, or test the vulnerability of the Services without authorization.
- Interfere with or disrupt the Services or connected networks.
- Engage in denial-of-service attacks or similar activities.

5.1.4 Abuse of Services

- Use the Services for unauthorized commercial purposes.
- Send spam, unsolicited messages, or phishing attempts.
- Scrape, harvest, or collect user data without consent.

- Create false identities or impersonate others.
- Use automated systems to access the Services without permission.
- Exceed rate limits or consume disproportionate system resources.

5.2 API Usage

If you access the Services through our APIs, you additionally agree to:

- Comply with all API documentation and guidelines.
- Not exceeding published rate limits.
- Implement proper authentication and security measures.
- Not reverse-engineer, decompile, or disassemble the APIs.
- Maintain the confidentiality of API keys and credentials.

5.3 Enforcement

We reserve the right to investigate and take appropriate action against violations of this Acceptable Use Policy, including:

- Issuing warnings.
- Removing or disabling access to Content.
- Suspending or terminating Accounts.
- Reporting illegal activities to law enforcement.
- Pursuing legal remedies.

6. Service Level Commitments

6.1 Availability

We strive to maintain high availability of the Services. For paid subscriptions, we commit to:

- **Target Uptime:** 99.9% monthly availability for core Services.
- **Scheduled Maintenance:** Advance notice for planned maintenance windows.
- **Incident Communication:** Timely updates during service disruptions.

Specific service level agreements (SLAs) may be included in separate Enterprise agreements.

6.2 Support

Support availability varies by subscription tier:

- **Free Tier:** Community forums and documentation.
- **Paid Subscriptions:** Email support with response time targets.
- **Enterprise:** Priority support with dedicated contacts.

6.3 Data Processing

When processing Customer Data, we act as a data processor and will:

- Process data only as instructed by the Customer.
- Implement appropriate technical and organizational security measures.
- Assist with data subject requests and compliance obligations.
- Delete or return data upon termination, as requested.
- Enter into Data Processing Agreements as required by applicable law.

7. Intellectual Property Rights

7.1 OSAAP Intellectual Property

The Services, including all software, content, trademarks, logos, and documentation, are owned by OSAAP or its licensors and are protected by copyright, trademark, and other intellectual property laws. These Terms do not grant you any right, title, or interest in the Services except for the limited license to use the Services as expressly set forth herein.

7.1.1 Trademarks

OSAAP®, BlueID®, and BlueMobile® are registered trademarks of OSAAP America LLC in the United States and other countries. Other products and company names mentioned herein may be trademarks of their respective owners. You may not use any OSAAP trademarks without our prior written permission, except as necessary to accurately identify our Services.

7.2 License to Use Services

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for their intended purpose.

7.3 Your Content

You retain ownership of Content you submit to the Services. By submitting Content, you grant OSAAP a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, display, and distribute such Content solely to the extent necessary to provide the Services.

7.4 Feedback

If you provide suggestions, ideas, or feedback regarding the Services ("Feedback"), you grant OSAAP a perpetual, irrevocable, royalty-free license to use, incorporate, and commercialize such Feedback without obligation to you.

7.5 DMCA and Copyright Claims

We respect intellectual property rights and respond to notices of alleged infringement. If you believe content on the Services infringes your copyright, please submit a notice to our designated agent at support@osaaptechnologies.com including:

- Identification of the copyrighted work claimed to be infringed.
- Identification of the allegedly infringing material and its location.
- Your contact information.
- A statement of good faith belief that use is not authorized.
- A statement, under penalty of perjury, that the information is accurate.
- Your physical or electronic signature.

8. Privacy and Data Protection

8.1 Privacy Notice

Our collection, use, and disclosure of Personal Data is governed by our Privacy Notice, which is incorporated into these Terms by reference. By using the Services, you consent to our data practices as described in the Privacy Notice.

8.2 Global Privacy Compliance

We are committed to complying with applicable data protection laws worldwide, including:

8.2.1 European Economic Area (EEA) and United Kingdom

For users in the EEA and UK, we process Personal Data in accordance with the General Data Protection Regulation (GDPR) and UK GDPR. You have rights including access, rectification, erasure, restriction, portability, and objection. See our Privacy Notice for details on exercising these rights.

8.2.2 United States

We comply with applicable U.S. state privacy laws, including:

- California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA).
- Virginia Consumer Data Protection Act (VCDPA).
- Colorado Privacy Act (CPA).
- Other state privacy laws as enacted.

8.2.3 Other Jurisdictions

We also comply with:

- Brazil's Lei Geral de Proteção de Dados (LGPD).
- Canada's Personal Information Protection and Electronic Documents Act (PIPEDA).
- Australia's Privacy Act 1988 and Australian Privacy Principles.
- Other applicable national and regional data protection laws.

8.3 Data Security

We implement industry-standard security measures to protect your data, including:

- Encryption of data in transit and at rest.
- Access controls and authentication requirements.
- Regular security assessments and audits.
- Incident response procedures.
- Employee training on data protection.

8.4 Data Transfers

Your data may be transferred to and processed in countries other than your country of residence. We ensure appropriate safeguards are in place for international data transfers, including Standard Contractual Clauses where required.

9. Fees and Payment

9.1 Pricing

Certain features of the Services may require payment of fees. Current pricing is available on our website. Fees are:

- Due in advance for the applicable subscription period.
- Non-refundable except as expressly stated.
- Exclusive of applicable taxes, which you are responsible for paying.

9.2 Payment Terms

By providing payment information, you:

- Authorize us to charge your payment method for all fees due.
- Represent that you are authorized to use the payment method.
- Agree to keep payment information current and accurate.

9.3 Renewals

Subscriptions automatically renew for successive periods equal to the initial term unless cancelled before the renewal date. We will provide notice of upcoming renewals and any price changes.

9.4 Cancellation

You may cancel your subscription at any time through your account settings. Cancellation takes effect at the end of the current billing period. No refunds are provided for partial periods, except as required by law.

10. Disclaimers and Limitations

10.1 Disclaimer of Warranties

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, OSAAP DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

We do not warrant that:

- The Services will meet your specific requirements.
- The Services will be uninterrupted, timely, secure, or error-free.
- Results obtained from the Services will be accurate or reliable.
- Any errors in the Services will be corrected.

10.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OSAAP AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

- Your access to or use of (or inability to access or use) the Services.
- Any conduct or content of any third party on the Services.
- Unauthorized access, use, or alteration of your transmissions or content.
- Any other matter relating to the Services.

10.3 Cap on Liability

Our total cumulative liability to you for any and all claims arising from or relating to these Terms or the Services shall not exceed the greater of:

- The amounts paid by you to OSAAP in the twelve (12) months preceding the claim; or
- One hundred U.S. dollars ($100 USD).

10.4 Exceptions

The limitations in this section do not apply to:

- Liability that cannot be excluded under applicable law.
- Death or personal injury caused by negligence.
- Fraud or fraudulent misrepresentation.
- Your breach of Section 5 (Acceptable Use Policy).

11. **Indemnification**

You agree to indemnify, defend, and hold harmless OSAAP and its Affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or relating to:

- Your use of the Services.
- Your Content.
- Your violation of these Terms.
- Your violation of any third-party rights.
- Your violation of applicable law.

We reserve the right to assume exclusive defense and control of any matter subject to indemnification, in which case you agree to cooperate with our defense.

12. Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY TRIAL.

12.1 Informal Resolution

Before initiating any formal dispute resolution proceeding, you agree to first contact us at support@osaaptechnologies.com and attempt to resolve the dispute informally for at least sixty (60) days.

12.2 Binding Arbitration

If informal resolution is unsuccessful, any dispute, claim, or controversy arising out of or relating to these Terms or the Services shall be resolved exclusively through binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted:

- Before a single arbitrator.
- In the English language.
- In Boston, Massachusetts, USA, or at a location mutually agreed upon.
- In accordance with the laws of the Commonwealth of Massachusetts.

12.3 Class Action Waiver

YOU AND OSAAP AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. The arbitrator may not consolidate more than one person's claims and may not preside over any form of class or representative proceeding.

12.4 Exceptions

Notwithstanding the foregoing:

- Either party may seek injunctive or other equitable relief in any court of competent jurisdiction.

- Claims within small claims court jurisdiction may be brought in such court;
- Nothing limits either party's right to seek remedies available under applicable intellectual property laws.

12.5 International Users

For users in jurisdictions where arbitration agreements or class action waivers are unenforceable:

- **European Union:** You may bring proceedings in the courts of your country of residence and benefit from mandatory consumer protection laws;
- **United Kingdom:** The courts of England and Wales have exclusive jurisdiction, subject to your right to bring proceedings in your local courts;
- **Other Jurisdictions:** Local mandatory consumer protection laws apply to the extent they override these provisions.

13. Term and Termination

13.1 Term

These Terms are effective when you first access the Services and continue until terminated.

13.2 Termination by You

You may terminate your Account at any time by:

- Using the account deletion feature in your account settings.
- Contacting us at support@osaaptechnologies.com.

13.3 Termination by OSAAP

We may suspend or terminate your access to the Services:

- Immediately for violation of these Terms.
- Upon thirty (30) days' notice for convenience.
- Immediately if required by law or to prevent harm.

13.4 Effect of Termination

Upon termination:

- Your right to access the Services ceases immediately.
- We may delete your Content after a reasonable retention period.
- Accrued rights, remedies, and obligations survive termination.
- Sections 7, 8, 10, 11, 12, and 14 survive termination.

14. General Provisions

14.1 Governing Law

These Terms are governed by the laws of the Commonwealth of Massachusetts, USA, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

14.2 Entire Agreement

These Terms, together with the Privacy Notice and any additional agreements you enter into with OSAAP, constitute the entire agreement between you and OSAAP regarding the Services and supersede all prior agreements and understandings.

14.3 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

14.4 Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by an authorized representative of OSAAP.

14.5 Assignment

You may not assign or transfer these Terms or your rights hereunder without our prior written consent. We may assign these Terms without restriction. Any purported assignment in violation of this section is void.

14.6 Force Majeure

Neither party shall be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including natural disasters, war, terrorism, riots, embargoes, acts of government, pandemic, or failures of third-party providers.

14.7 Notices

Notices to you may be sent to the email address associated with your Account. Notices to OSAAP must be sent to:

OSAAP Technologies
Division of OSAAP America LLC
10 Kidder Rd, Unit 4
Chelmsford, MA 01824
United States
Email: support@osaaptechnologies.com

14.8 Language

These Terms are drafted in English. If translated into another language, the English version prevails in case of conflict.

14.9 Third-Party Rights

These Terms do not create any third-party beneficiary rights, except for OSAAP's Affiliates who may enforce these Terms.

15. Regional Provisions

15.1 European Union

If you are a consumer in the EU, you benefit from mandatory provisions of the law of your country of residence. Nothing in these Terms affects your rights as a consumer under EU law. You have the right to withdraw from distance contracts within fourteen (14) days.

15.2 United Kingdom

If you are a consumer in the UK, you benefit from mandatory provisions of UK consumer protection law. The Consumer Rights Act 2015 applies to digital content and services.

15.3 Australia

If you are a consumer in Australia, nothing in these Terms excludes, restricts, or modifies any guarantee, right, or remedy you may have under the Australian Consumer Law.

15.4 Brazil

If you are a consumer in Brazil, the provisions of the Brazilian Consumer Code (CDC) and LGPD apply to the extent they cannot be waived by contract.

15.5 Canada

If you are a consumer in Canada, the provisions of applicable provincial consumer protection legislation apply.

16. **Contact Information**

For questions about these Terms of Service:

General Support	support@osaaptechnologies.com
Legal Inquiries	support@osaaptechnologies.com
Privacy Inquiries	privacy@osaaptechnologies.com
Mailing Address	OSAAP Technologies, Division of OSAAP America LLC 10 Kidder Rd, Unit 4 Chelmsford, MA 01824 United States

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