

Terms of Service for the OnPurpose Connector

Last updated: August 19, 2025

These Terms of Service ("Terms") govern your access to and use of the OnPurpose Connector (the "Service") provided by **OnPurpose Studio, LLC** ("OnPurpose," "we," "our," or "us"). By installing, accessing, or using the Service, you ("Customer," "you," or "your") agree to be bound by these Terms.

1. Authority and Eligibility

You represent that you are authorized to enter into this agreement on behalf of your organization. The Service is intended for use by businesses and organizations only. If you do not have the authority to bind your organization, do not use the Service. The Service is intended for commercial use only and is not offered to individuals under the age of 18.

2. Grant of License

Subject to these Terms and your payment of applicable fees (if any), OnPurpose grants you a **non-exclusive, non-transferable, non-sublicensable, revocable license** to install and use the Service solely for your internal business purposes, for the duration of your subscription, and only in conjunction with supported Translation Management Systems (TMS) and supported Content Management Systems (CMS) or other supported integrations, subject to applicable licensing terms..

3. Restrictions

You agree not to:

- Reverse engineer, decompile, or attempt to discover the source code;
- Modify, alter, or create derivative works of the Service;
- Sell, sublicense, or distribute the Service;
- Use the Service to infringe on the rights of others or violate any applicable law;

- Bypass or disable any usage or access restrictions built into the Service.
 - Use the Service to build or support a competing product or service;
Use the Service in excess of any agreed-upon or fair-use thresholds unless authorized in writing.
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4. Ownership and Intellectual Property

The Service is owned and operated by OnPurpose. All rights, title, and interest in and to the Service, including all software, documentation, user interfaces, branding, and intellectual property, are and shall remain the exclusive property of OnPurpose. You are granted a license only, not ownership.

5. Data and Privacy

The Service does not store or retain customer data beyond what is necessary for authentication and configuration. We do not access the content of your CMS or TMS projects unless explicitly authorized for support purposes.

You acknowledge and agree that your use of the Service may involve the processing of configuration metadata and minimal user information. You are solely responsible for ensuring compliance with applicable data protection laws (e.g., GDPR, CCPA) in your use of the relevant TMS, CMS, and this Service. Use of the Service is also governed by our Privacy Policy.

6. Fees and Payment

Some versions or tiers of the Service may be subject to paid licensing fees. Pricing is defined at time of purchase through an additional agreement. All fees are non-refundable unless otherwise stated in writing.

Failure to pay applicable fees may result in suspension or termination of access to the Service. All fees are due in accordance with your plan and are non-refundable unless otherwise specified in a separate agreement or required by law.

7. Support and SLAs

Support may be provided under the terms of your chosen tier or subscription level. Enterprise support options may include enhanced response times and dedicated success resources. These options will be governed by separate support agreements or addenda. Support terms are defined in our Support Policy or your applicable enterprise agreement. OnPurpose is not obligated to provide support beyond what is outlined in your tier.

8. Updates and Modifications

OnPurpose may release updates, patches, or improvements at its discretion. You are responsible for installing applicable updates. Your continued use of the Service after any update constitutes acceptance of the modified Service. We are not liable for performance issues caused by failure to apply updates. We reserve the right to discontinue the Service or modify features without prior notice.

9. Third-Party Services Disclaimer

You acknowledge that the Service depends on third-party platforms, and you are solely responsible for obtaining and maintaining valid accounts and licenses for such services. OnPurpose is not liable for any failure or degradation of service due to third-party changes.

10. Beta and Experimental Features

Certain features may be labeled as “beta,” “experimental,” or “early access.” These features may not be supported, may be incomplete, and are provided “as is” with no warranties or commitments to future availability..

11. Security and Compliance

We implement industry-standard technical and organizational measures to safeguard the Service against unauthorized access or use. However, no system is 100% secure, and we make no guarantees regarding the security of your systems, platforms, or third-party services

connected to the Service. You are responsible for securing your CMS and TMS environments and ensuring proper configuration and access controls when using the Service.

12. Audit Rights

We reserve the right to audit your use of the Service upon reasonable notice and during normal business hours, solely to verify compliance with license terms. Any such audit will be at our expense unless it reveals material noncompliance. If an audit reveals material non-compliance, you agree to pay any underpaid fees and may be subject to suspension or termination of access.

13. Usage Limits

Use of the Service may be subject to usage thresholds (e.g., number of connected projects, sync frequency, API calls), which are defined per tier. Exceeding limits may result in throttling, reduced performance, or additional charges. Usage thresholds, if applicable, will be defined in your license tier or subscription agreement. OnPurpose reserves the right to impose reasonable technical limitations to maintain system integrity.

14. Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, internet outages, cyberattacks, labor disputes, government actions, war, natural disasters, platform-wide service disruptions, or failures of third-party services.

15. Assignment

You may not assign or transfer this agreement or any rights granted herein without our prior written consent. We may assign this agreement, without notice, in connection with a merger, acquisition, or sale of all or substantially all of our assets or business.

16. Term and Termination

These Terms remain in effect until terminated. You may terminate at any time by uninstalling the Service. We may terminate or suspend access if you breach these Terms. Upon termination, all licenses will immediately terminate. You must cease all use and uninstall the Service. No refunds will be issued unless expressly agreed to in writing. Termination does not affect any accrued rights or obligations.

17. Disclaimer of Warranties

THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. ONPURPOSE DISCLAIMS ALL WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

18. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ONPURPOSE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE, INCLUDING DATA LOSS OR SERVICE INTERRUPTIONS. TOTAL LIABILITY IS LIMITED TO THE GREATER OF (A) \$500 OR (B) THE AMOUNT PAID BY YOU TO ONPURPOSE IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

19. Indemnification

You agree to indemnify and hold harmless OnPurpose, its affiliates, officers, agents, and employees from any claims, damages, or liabilities arising from your use of the Service or violation of these Terms.

20. Governing Law and Jurisdiction

These Terms shall be governed by the laws of the State of **New Jersey**, without regard to its conflict of laws principles. Any disputes arising under these Terms shall be brought exclusively in the courts located in **Burlington County, New Jersey**, and the parties consent to such jurisdiction.

21. Changes to These Terms

We may modify these Terms at any time. Material changes will be notified via email or through the Service. Continued use after the effective date constitutes acceptance. If you do not agree, you must discontinue use of the Service.

22. Contact

For questions about these Terms, please contact us at:
hello@onpurpose.studio