



Byte Works Terms & Conditions

Last Updated on: Oct 4, 2026

1. Agreement to These Terms

1.1 Who these Terms apply to.

These Terms and Conditions (the "Terms") are a binding agreement between Byte Works Consulting LLC, a Texas limited liability company doing business as Byte Works ("Byte Works," "we," "us," or "our"), and the business or organization that creates an account or uses the Byte Works mobile applications for iOS and Android, the Byte Works web application, the website at www.byteworks.app, and any other page or subdomain of byteworks.app (such as clients.byteworks.app, marketing.byteworks.app and sales.byteworks.app), and any related software, APIs, integrations, and services (together, the "Platform"). These Terms apply in the same way whether you use the Platform on a phone, a tablet, or a web browser.

1.2 How you accept.

You accept these Terms when you create an account, click or tap to accept them, start a free trial, sign an Order Form or Service Agreement that refers to them, or use the Platform. If you do not agree, do not use the Platform.

1.3 Business use only.

The Platform is built for businesses and organizations, such as child care centers, restaurants, coffee shops, cafes, bars, and suppliers. It is not intended for personal, family, or household use. You must be at least 18 years old to use it.

1.4 Authority.

If you accept these Terms for a business, you confirm that you have authority to bind that business. In these Terms, "you" and "Customer" mean that business, and each person who uses the Platform under that business's account is an "Authorized User."

1.5 Other documents.

These Terms work together with our Privacy Policy, any Order Form, and any signed Service Agreement or Addendum (together, the "Agreement"). If a signed Service Agreement or Order Form conflicts with these Terms, the signed document controls for that conflict.

2. Definitions

- **"Platform"** has the meaning in Section 1.1 and includes all versions of the mobile apps and the web app, current and future.
- **"Supplier"** means any vendor, distributor, wholesaler, retailer, or marketplace from which a customer buys products, whether or not that supplier has a direct agreement with Byte Works.
- **"Supplier Account"** means an account the Customer holds with a Supplier, including any login credentials, linked payment methods, and account settings.





- **"Order"** means a request to buy products from a Supplier that is prepared, approved, or submitted through the Platform.
- **"Customer Data"** means information you or your Authorized Users enter into or connect to the Platform, such as inventory counts, order history, invoices, receipts, item lists, par levels, and connected POS data.
- **"AI Features"** means features of the Platform that use machine learning or large language models, described in Section 7.
 - When we say **"Chatbot,"** we mean an application feature or interface by which you are able to engage in voice or text communications that are intended to mimic human interactions and conversations, including through the use of Generative AI and third-party large language models.
 - When we say **"Content,"** we mean merchandise information, product descriptions, reviews, comments, messages, reviews, communications, feedback, submissions, suggestions, questions, and other information, data, content, and materials (including page headers, images, text, illustrations, formats, logos, hashtags, designs, icons, photographs, software programs, music clips or downloads, video clips, written and other materials and Inputs (as defined in Section 16.J).
 - When we say **"Generative AI,"** we mean artificial intelligence, including large language models made by us or third parties, capable of generating new text, images, or other media.
 - When we say **"Ideas,"** we mean ideas, concepts, feedback, and know-how that you make available in connection within our app, the marketing content, sales flyer, and the Byte Work website.
 - When we say **"make available,"** we mean post, transit, publish, upload, distribute, transmit, display, provide, or otherwise submit or make available (including through any part of the the Platform administered by third-party social media platforms (e.g., Facebook or Instagram) that allow interaction with the the Platform through the tools offered by such social media platforms).
 - When we say **"Materials,"** we mean Content that Byte Works Entities make available on or through the Byte Works website, marketing posts & content, social media posts, and sales flyers.
- **"Output"** means any suggestion, match, summary, estimate, forecast, draft, or other content generated by the Platform, including by AI Features.
- **"Aggregated Data"** means data that has been combined with other data and de-identified so that it does not identify you, any Authorized User, or any individual.

3. What Byte Works Is, and What It Is Not

3.1 A technology tool.

Byte Works provides software that helps businesses track supplies, compare prices across Suppliers, prepare and place orders, and review purchasing history.

3.2 Not a seller or supplier.

Byte Works does not manufacture, sell, resell, stock, handle, store, inspect, ship, or deliver any product. Byte Works is not a distributor, broker, buyer of record, or party to any sale. Every purchase is a contract directly between you and the Supplier, under that Supplier's terms, prices, and policies.





3.3 Not a professional advisor.

Byte Works does not provide legal, tax, accounting, food safety, nutrition, dietary, medical, licensing, or regulatory compliance advice. Nothing on the Platform, including any Output, should be relied on as that kind of advice.

3.4 Not a bank.

Byte Works is not a bank or lender and does not hold deposits or pay interest. When you choose to pay Suppliers through Byte Works, Byte Works collects payment as the Supplier's limited agent, as described in Section 10.2. This does not make Byte Works the seller or a party to the sale.

4. Accounts and Access

4.1 One account across devices.

Your account works across the mobile apps and the web app. Changes made on one (such as approving an order or updating an item) apply on all of them.

4.2 Account security.

You certify that the Content you provide on or through the Byte Works app or website is accurate and that the information you provide on or through the Byte Works app or website is complete. You are solely responsible for maintaining the confidentiality and security of your account including username, password, and PIN. Byte Works is not responsible for any losses arising from unauthorized use of your account, or from losing or sharing access to your device. You agree that Byte Works app or website does not have any responsibility if you lose or share access to your device.

4.3 Authorized Users.

You decide who may use your account and what each person may do, such as view-only access or permission to approve orders. You are responsible for your Authorized Users' actions and for removing access promptly when someone leaves your business.

4.4 Accurate information.

You agree to give accurate and current business information and to keep it updated.

4.5 Devices, browsers, and connectivity.

You are responsible for compatible devices, supported operating systems and browsers, and internet service. Some features may not work offline, on older devices, or on unsupported browsers. We may stop supporting older versions of an app or browser.

5. Supplier Accounts and Authorization to Act on Your Behalf

5.1 Connecting Supplier Accounts.

To compare prices and place Orders, you may connect your Supplier Accounts to the Platform by providing login credentials, linking through an integration, or other methods we offer.





5.2 Limited authorization.

By connecting a Supplier Account, you appoint Byte Works as your limited agent, and you authorize Byte Works and its systems, including automated software, to access that Supplier Account on your behalf for the following purposes only:

- a. Viewing catalogs, prices, availability, and entire order history
- b. Building carts
- c. Changing existing or scheduled Orders when you request or approve the change, or as your automated ordering rules allow;
- d. Submitting orders you have approved or that meet automated ordering rules you have set; and
- e. Retrieving confirmations, invoices, and receipts.

This authorization ends when you disconnect the Supplier Account or close your Byte Works account.

5.3 Your responsibility for Supplier terms.

You are responsible for having the right to share Supplier Account credentials with Byte Works and for complying with each Supplier's terms of use. If a Supplier limits, suspends, or closes your account, changes its website, or blocks automated access, Byte Works is not responsible, and some features may stop working for that Supplier. Byte Works is not responsible for any financial loss, customer loss or any reputational loss occurring due to supplier's inability to supply the product, or incorrect product, or expired product.

5.4 How we protect credentials.

We store Supplier Account credentials using encryption and access controls and use them only as described in Section 5.2. We do not sell them or use them for any other purpose.

6. Ordering, Approval, and Automated Ordering

6.1 You approve your Orders.

Unless you turn on automated ordering, an Order is submitted only after you or an Authorized User approves it. Before approving, you are responsible for reviewing items, quantities, pack sizes, prices, Suppliers, delivery dates, and delivery addresses.

6.2 Automated ordering rules.

If you choose to turn on automated ordering, you set the rules, such as spending limits, item lists, par levels, and approved Suppliers. Orders that fall within your rules are treated as approved by you. You can change or turn off automated ordering at any time. You are responsible for setting rules that fit your business and for monitoring the Orders placed under them.

6.3 Prices shown are estimates.

Prices, availability, and delivery dates shown on the Platform come from Suppliers or are captured from Supplier websites at a point in time. They can change before or after an Order is submitted. The Supplier's final invoice controls. Byte Works does not guarantee that any price is the lowest available.





6.4 Supplier performance.

Suppliers are solely responsible for accepting Orders, pricing, fulfillment, substitutions, short shipments, delivery, product quality and safety, returns, credits, and refunds. Byte Works may help you contact a Supplier but is not responsible for resolving Supplier disputes.

6.5 Order failures and errors.

- An Order may fail to submit or may be delayed because of Supplier website changes, outages, account problems, connectivity, or other causes.
- An Order may not be fully filled or partially fulfilled by the Supplier due to shortages, delivery issues or other causes.
- The Platform will try to notify you when it detects a failure, but you remain fully responsible for confirming that critical Orders were received by the Supplier.

7. Artificial Intelligence Features

We want you to understand clearly how the Platform uses artificial intelligence ("AI"), what it does, and what it does not do.

7.1 What the AI Features do.

AI Features may be used to:

- understand requests you type or speak in plain language, such as "order more milk";
- match similar products across different Suppliers so prices can be compared;
- suggest reorder quantities and timing based on your past usage and inventory;
- read invoices, receipts, packing slips, and photos to capture item and price details;
- summarize spending, price changes, and purchasing history; and
- draft messages, such as a note to a Supplier, for your review.

7.2 What the AI Features do not do.

- The AI Features do not set prices and do not make final purchasing decisions.
- Prices come from Suppliers.
- Orders are built based on the usage, and how reliably AI can track your usage based on connectivity to your existing hardware, or software, or input from your staff.
- You set a budget and rules for automated ordering. Orders within your budget and rules are placed automatically by the Platform. Orders above your budget are placed only after your approval.
- The Platform uses standard, rules-based software, not AI judgment, to calculate prices and submit Orders.

7.3 Output may be wrong.

- AI can make mistakes. Output may be inaccurate, incomplete, or out of date. For example, a product match may pair items that are not truly equivalent (different brand, size, grade, ingredient, nutrition or allergen content), or an invoice may be read incorrectly.
- You are fully responsible for reviewing every suggestion, output before relying on it, especially for anything involving allergens, nutrition, ingredients, dietary needs, food safety, storage requirements or regulatory records.





- Byte Works may upgrade or downgrade your AI agent anytime. You are still responsible for all the accuracy of every order on the platform, including the quantity, the type, and its ingredients.

7.4 Third-party AI providers.

Some AI Features are powered by third-party AI model providers. When you use those features, relevant Customer Data is sent to the provider to generate Output. We select providers whose business terms do not permit them to use our customers' data to train their general-purpose models, and we send only the data reasonably needed for the feature.

7.5 How Byte Works uses data to improve AI Features.

Byte Works may use Customer Data, and Output, to operate, maintain, and improve the Platform and its AI Features, including improving product matching and forecasting. When used to improve features for other customers, the data is used in de-identified or aggregated form.

7.6 Prohibited AI use.

You may not use the AI Features to create unlawful, harmful, or misleading content, to try to extract the underlying models, prompts, or system instructions, or to get around any security or usage limits.

7.7 Ownership of Output.

As between you and Byte Works, you may use Output for your internal business purposes. Similar Output may be generated for other customers, and you do not gain exclusive rights in it.

8. Price Comparisons and Savings

Byte Works does not guarantee any specific savings or result.

- Any savings, cost, time, or return figures shown on the Platform, in marketing materials, website, sales flyer, conferences, or by Byte Works staff are estimates based on available data and assumptions.
- Actual results depend on your Suppliers, your ordering choices, market prices, inflation, delivery fees, physical location where the delivery is expected and other factors.

9. Fees, Free Trial, and Payment

9.1 Subscription fees.

Fees are listed in the app, on the web app, on our website, or in your Order Form. Unless stated otherwise, the subscription costs are billed in advance depending on the plan you choose.

9.2 Free trial.

We may offer a free trial. Unless you cancel before the trial ends, your subscription will begin and your payment method will be charged automatically. You can cancel your free trial:

- By sending an email to hello@byteworks.app before the end of the trial
- By clicking on "Cancel Subscription" within the app before the end of the trial.





9.3 Automatic renewal and cancellation.

Subscriptions renew automatically each billing period until cancelled. You can cancel at any time from your account settings on the mobile app or web app, or by emailing hello@byteworks.app.

All cancellations take effect at the end of the current billing period.

9.4 Payment processing.

Subscription payments are processed by third-party payment processors such as Go Daddy, Square, Stripe, Helcim or any other payment providers used by Byte Works. You authorize us and our processor to charge your payment method for all fees when due. If you buy through an app store, that store's billing and refund terms apply as applicable.

9.5 Taxes.

Fees do not include taxes. You are responsible for all applicable sales, use, and similar taxes, other than taxes on Byte Works' income.

9.6 Late or failed payments.

If a payment fails, we may retry the charge, and if it remains unpaid for 15 days after notice, we may suspend access until it is paid.

9.7 Fee changes.

We may change fees by giving at least 30 days' notice. Changes apply starting with your next billing period after the notice period. We may notify you via email, physical mail, text message or within the app itself.

9.8 Supplier Fee.

If a Supplier charges any fee (such as delivery, storage, credit card, processing, or shipping fees, sales tax, or driver tips), then for Pay-Through Orders, Byte Works will pass those charges on to you, and you authorize us to charge them to your credit card, ACH, or other selected payment method. If you pay a Supplier directly, the Supplier charges these fees to you directly.

9.9 No refunds.

Except where required by law or stated in a signed agreement, fees are non-refundable, including for partial billing periods.

10. Payments to Suppliers

You may pay each Supplier directly, or, where available, pay through Byte Works ("Pay-Through").

10.1 Paying Suppliers directly.

You pay the Supplier under the Supplier's terms. Byte Works is not responsible for those payments or for any fees the Supplier charges you, such as delivery, processing, shipping, late, card fees, tips or gratuity.





10.2 Paying through Byte Works.

- Byte Works collects your payment as the Supplier's limited agent. Once Byte Works receives your payment for an Order, your obligation to pay the Supplier for that amount is satisfied.
- You pay the amount on the Supplier's invoice, including taxes and Supplier fees, plus any processing fee shown before you are charged. If the final invoice differs from the estimate, Byte Works will charge or credit the difference.
- Byte Works does not extend credit and pays the Supplier only after collecting from you. If a payment fails, Byte Works may pause Pay-Through and automated ordering.
- Product and delivery problems are resolved with the Supplier. Byte Works will pass on any refund or credit the Supplier issues. Before disputing a charge with your bank or card issuer, please raise it with the Supplier through the Platform and allow 10 days. Byte Works may recover chargeback amounts and fees for Orders that the Supplier fulfilled.
- Payments are processed by licensed third-party processors. Funds collected for Suppliers are kept separate from Byte Works' own funds.
- Pay-Through is available for all products, including alcoholic beverages. For alcohol, you are responsible for holding all required permits and licenses and for buying only from licensed Suppliers. Byte Works will apply any payment timing or payment method that alcohol laws require for those Orders, and you authorize us to charge you on that schedule.

10.3 Future payment features.

If Byte Works offers other payment features, such as a Byte Works card, they will be provided through licensed partners and may have additional terms.

11. Your Responsibilities

You remain fully responsible for your own business operations, including:

- food safety, storage, handling, staffing, and receiving and inspecting deliveries;
- allergens, ingredients, dietary restrictions, and menu or meal planning;
- compliance with licensing rules, health codes, child care regulations, food program requirements (such as CCS or CACFP), and alcohol laws that apply to you;
- keeping the records any agency or program requires you to keep;
- deciding what to buy, how much, and from whom; and
- supervising your staff and all authorized users to your account all the time.
- If you decide to let go of any of your authorized users within the business then you must also deactivate their account as soon as possible.

12. Acceptable Use

You agree not to:

- copy, modify, reverse engineer, decompile, or create derivative works of the Platform, except as the law allows despite this restriction;
- scrape, crawl, or extract data from the Platform by automated means, except through features we provide;
- resell, sublicense, or provide the Platform to third parties outside your business;
- interfere with or disrupt the Platform, or try to bypass security, rate limits, or access controls;





- upload malware or harmful code, content that infringes someone else's copyright, or adult or pornographic content;
- use the Platform for any unlawful purpose, to buy products you are not legally permitted to buy, or in violation of any Supplier's terms; or
- use the Platform to build a competing product.

12.1 Prohibited Content

You agree that you will not make available Content in connection with the Byte Works app or website that:

- is false, fraudulent, inaccurate, or misleading;
- violates any local, state, federal, or international laws or is otherwise tortious;
- is protected by or would infringe on the rights of others (including Byte Works), including any patent, copyright, trademark, trade secret, right of publicity or privacy, or any other proprietary right, without the express prior written consent of the applicable owner;
- is obscene, indecent, pornographic, or otherwise objectionable;
- is derogatory, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by Byte Works in its sole discretion;
- victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
- is violent or threatening, or promotes violence against, or actions that are threatening to, any individual or group;
- contains advertisements, solicitations, or spam links to other web sites or individuals, without prior written permission from Byte Works;
- contains or relates to chain letters or pyramid schemes;
- impersonates another business, person, or entity, including Byte Works, its related entities, employees, and agents;
- violates any policy posted on the Platform; or
- is intended to cause harm, damage, disable, or otherwise interfere with the Platform or our partners.

12.2 Monitoring by Byte Works

Byte Works will have the right (but not the obligation), in our sole discretion, to monitor, evaluate, and analyze Content, and any use of and access to the Platform, including to determine compliance with these Terms and any other operating rules that may be established by Byte Works from time to time. Byte Works will also have the right (but not the obligation), in our sole discretion, to edit, move, delete, or refuse to make available any Content made available through, the Platform, for any reason, or no reason whatsoever, including violation of these Terms, whether for legal or other reasons. Despite this right of ours, you are solely responsible for any Content you make available, and you agree to indemnify Byte Works for all claims resulting from any Content you make available.

13. Customer Data and Privacy

13.1 Data Ownership.

You own your Customer Data. Byte Works owns the Platform, all Output, all Aggregated Data, and anything Byte Works creates from Customer Data, and has the rights to use Customer Data described in these Terms.





13.2 Byte Works Right to Use Content and Ideas

You grant to Byte Works a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display (publicly or otherwise) any feedback, reviews, Ideas, or other Content that you choose to make public or send to Byte Works as feedback, in any media or medium, and in any form, format, or forum now known or hereafter developed. This Section does not apply to Customer Data, which is covered by Sections 7.5, 13.1, and 13.4.

You represent and warrant that you own, have rights to, or otherwise control all of the rights to the Content that you post; that the Content is accurate; that use of the Content you supply does not violate this policy and will not cause injury or harm to any person or entity; and that you will indemnify Byte Works for all claims resulting from Content you supply.

You further agree that Byte Works is free, but not required, to use any Content and Ideas for any purpose. In submitting Content, you grant Byte Works a non-exclusive, worldwide, transferable, and sublicensable right to use or otherwise process Content submitted to provide certain features to you, improve and maintain the Platform, develop new features and services, and other purposes outlined in our Privacy Policy. Byte Works may sublicense its rights in Content and Ideas through multiple tiers of sublicenses.

Byte Works is, and will be, under no obligation

1. to maintain any Content or Idea in confidence;
2. to pay any compensation for any Content or Idea; or
3. to respond to any Content or Idea. You grant to Byte Works the right to use any name associated with any Content or Idea that you make available to Byte Works, although Byte Works has no obligation to exercise such right, or to otherwise provide any attribution for any Content or Idea.

13.3 Privacy Policy.

Our Privacy Policy explains how we handle personal information and is part of these Terms.

13.4 Aggregated Data.

Byte Works may create Aggregated Data from Customer Data and other sources and may use and share it for any lawful purpose, including benchmarking, market insights, pricing trends, product development, and reports or data products offered to third parties. Aggregated Data will not identify you, your business, any Authorized User, or any individual. Byte Works owns Aggregated Data.

13.5 No information about children.

The Platform is designed for business purchasing records. Do not enter personal information about children (such as names, birth dates, health conditions, or allergies tied to a named child) into the Platform. If you need to track allergen-free products, do so at the product level, not the child level.

13.6 Data security.

We use reasonable administrative, technical, and physical safeguards to protect Customer Data. No system is completely secure, and we cannot guarantee that data will never be accessed without permission.





13.7 Data export and deletion.

You may request a copy of your Customer Data while your account is active and for 30 days after it ends. After that period, we may delete Customer Data, except Aggregated Data and copies we must keep for legal, tax, security, or backup purposes.

14. Integrations and Third-Party Services

The Platform may connect with third-party services, such as Supplier websites and portals, point-of-sale systems, accounting software, payment processors, AI model providers, cloud hosting, and app stores. When you connect or use a third-party service, you authorize Byte Works to exchange Customer Data with it as needed for the integration. Third-party services are governed by their own terms, and Byte Works is not responsible for their availability, accuracy, security, or actions. We may add, change, or stop supporting any integration.

15. Supplier Content, Sponsored Placements, and Compensation

15.1 Supplier Content.

Product names, descriptions, images, pack sizes, nutrition and allergen details, and prices come from Suppliers or their websites. Byte Works does not verify this information and is not responsible for errors in it. Always check product labels.

15.2 Sponsored placements.

Byte Works may show promotions or sponsored placements from Suppliers. These will be labeled as sponsored. Sponsored placement does not change how the Platform calculates prices.

15.3 Compensation from Suppliers.

Byte Works may receive fees or other compensation from Suppliers, such as referral fees on orders from customers Byte Works introduces to them, or advertising fees. This does not increase the prices you pay through the Platform.

16. Intellectual Property and Feedback

16.1 Byte Works property.

Byte Works and its licensors own the Platform, including all software, models, designs, text, graphics, logos, and trademarks. We grant you a limited, non-exclusive, non-transferable, revocable right to use the Platform for your internal business purposes during your subscription. All rights not expressly granted are reserved.

16.2 Feedback.

If you share ideas or suggestions, Byte Works may use them without restriction or payment to you.

17. Disclaimers

THE PLATFORM, ALL OUTPUT, AND ALL SUPPLIER CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, BYTE WORKS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY,





FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND UNINTERRUPTED OR ERROR-FREE OPERATION. BYTE WORKS MAKES NO WARRANTY ABOUT ANY PRODUCT BOUGHT FROM A SUPPLIER, ANY SUPPLIER'S PERFORMANCE, THE ACCURACY OF ANY PRICE, MATCH, FORECAST, OR AI OUTPUT, OR ANY SAVINGS OR RESULT.

18. Limitation of Liability

18.1 Excluded damages.

TO THE FULLEST EXTENT PERMITTED BY LAW, BYTE WORKS AND ITS OWNERS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOST DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY.

18.2 Matters Byte Works is not responsible for.

WITHOUT LIMITING SECTION 18.1, BYTE WORKS IS NOT LIABLE FOR LOSSES ARISING FROM: (a) ANY PRODUCT, INCLUDING ILLNESS, INJURY, ALLERGIC REACTION, CONTAMINATION, RECALL, OR SPOILAGE; (b) SUPPLIER PRICING, SUBSTITUTIONS, SHORTAGES, LATE OR MISSED DELIVERIES, OR OTHER SUPPLIER ACTS OR OMISSIONS; (c) ORDERS YOU APPROVED OR THAT MET YOUR AUTOMATED ORDERING RULES, INCLUDING OVER-ORDERING OR UNDER-ORDERING; (d) STOCKOUTS OR ORDERS THAT FAILED TO SUBMIT; (e) ERRORS IN AI OUTPUT OR PRODUCT MATCHES THAT YOU DID NOT CORRECT; (f) FINES, PENALTIES, CLAIM DISALLOWANCES, OR FINDINGS BY ANY AGENCY OR PROGRAM; (g) UNAUTHORIZED ACCESS RESULTING FROM YOUR CREDENTIALS, DEVICES, OR AUTHORIZED USERS; OR (h) THIRD-PARTY SERVICES.

18.3 Cap.

BYTE WORKS' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO THE AGREEMENT OR THE PLATFORM WILL NOT EXCEED THE GREATER OF (a) THE FEES YOU PAID TO BYTE WORKS IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, OR (b) ONE HUNDRED U.S. DOLLARS (\$100).

18.4 Basis of the bargain.

These limits reflect the allocation of risk between the parties and apply even if a remedy fails of its essential purpose. Some jurisdictions do not allow certain limits, so some may not apply to you.

19. Indemnification

You will defend, indemnify, and hold harmless Byte Works and its owners, officers, employees, contractors, and agents from and against any claims, losses, damages, fines, and expenses (including reasonable attorneys' fees) arising from:

- a. your use of the Platform;
- b. products you buy, serve, sell, or use, including any illness, injury, or allergic reaction;
- c. your Customer Data, including your right to share Supplier Account credentials;
- d. your violation of these Terms, any Supplier's terms, or any law; or
- e. the acts or omissions of your Authorized Users.





20. Term, Suspension, and Termination

20.1 Term.

These Terms apply while you have an account or use the Platform.

20.2 Suspension.

We may suspend access immediately if we reasonably believe your account poses a security risk, is being used unlawfully or in violation of these Terms, or has unpaid fees, or if a Supplier or legal authority requires it.

20.3 Termination.

You may close your account at any time. We may terminate your account for material breach that is not cured within 30 days of notice, or for convenience with 50 days' notice.

20.4 Effect.

When your account ends, your right to use the Platform ends, all Supplier Account authorizations end, and Section 13.7 applies to your data. Sections that by their nature should survive will survive, including Sections 3, 7.3, 8, 13.4, and 15 through 26.

21. Changes to the Platform and to These Terms

- We may add, change, or remove features of the Platform on any device or browser.
- We may update these Terms. For material changes, we will notify you by email or in the Platform at least 15 days before the change takes effect.
 - Continuing to use the Platform after that date means you accept the updated Terms. If you do not agree, you may cancel before the change takes effect.

22. Dispute Resolution

22.1 Informal resolution first.

Before starting any formal proceeding, each party will try in good faith to resolve the dispute by written notice and discussion for at least 30 days.

22.2 Binding arbitration.

Any dispute not resolved informally will be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator, in Hays County, Texas, or by video conference. Judgment on the award may be entered in any court with jurisdiction.

22.3 No class actions.

Each party may bring claims only in its individual capacity and not as a plaintiff or class member in any class, collective, or representative proceeding.





22.4 Exceptions.

Either party may bring an individual claim in small claims court, and either party may seek temporary or injunctive relief in court to protect its intellectual property, confidential information, or the security of the Platform.

23. Governing Law

These Terms are governed by the laws of the State of Texas, without regard to conflict of law rules, and by the Federal Arbitration Act. Subject to Section 22, the state and federal courts located in Hays County, Texas have exclusive jurisdiction.

24. Mobile App Store Terms

24.1 Apple.

If you downloaded the app from the Apple App Store: (a) these Terms are between you and Byte Works only, not Apple; (b) Apple has no obligation to provide maintenance or support; (c) if the app fails to conform to any applicable warranty, you may notify Apple for a refund of any purchase price, and Apple has no other warranty obligation; (d) Apple is not responsible for any claims relating to the app, including product liability, legal or regulatory compliance, or consumer protection claims; (e) Apple is not responsible for any third-party intellectual property claim; and (f) Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce them against you.

24.2 Google.

If you downloaded the app from Google Play, you also agree to comply with the Google Play Terms of Service. Google is not a party to these Terms.

24.3 Web app.

The web app is provided directly by Byte Works and is not subject to any app store terms.

25. Electronic Communications and Text Messages

You agree to receive communications from us electronically, including by email, in-app notices, and push notifications, and agree that these satisfy any requirement that communications be in writing. If you log in with a phone number, you agree to receive one-time passcodes by text message. Message and data rates may apply. You may opt out of non-essential messages at any time, and you can reply STOP to opt out of text messages, although this may affect your ability to log in by phone.

26. General Terms

- **Entire agreement.** The Agreement is the entire agreement between you and Byte Works about the Platform and replaces prior understandings.
- **Assignment.** You may not assign the Agreement without our written consent. We may assign it in connection with a merger, acquisition, or sale of assets.
- **Force majeure.** Neither party is liable for delays or failures caused by events beyond its reasonable control, such as natural disasters, power or internet failures, Supplier or cloud





provider outages, labor disputes, or government action. This does not excuse payment obligations.

- **Independent parties.** Except for the limited agency in Section 5.2, nothing in the Agreement creates a partnership, joint venture, employment, or agency relationship.
- **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A failure to enforce a provision is not a waiver.
- **Notices.** We may send notices to the email address on your account. You may send notices to hello@byteworks.app and to Byte Works Consulting LLC, 434 Billowing Way, Kyle, TX 78640.
- **Export.** You will comply with applicable export and sanctions laws.

27. Contact

For questions or concerns about this, contact:

- Email: hello@byteworks.app
- Website: www.byteworks.app
- Physical Address:

Byte Works Consulting LLC *dba Byte Works*
434 Billowing Way, Kyle, TX 78640
USA

