VSYN SYSTEMS LLC

TERMS OF SERVICE AND SAAS AGREEMENT

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Last Updated: September 24, 2026

These Terms of Service and SaaS Agreement ("**Agreement**") govern access to and use of the VSYN Systems platform and related services provided by **VSYN Systems LLC**, a Nebraska limited liability company ("**VSYN**," "**we**," "**us**," or "**our**").

This Agreement is entered into between VSYN and the company, organization, or other business entity subscribing to or using the Services ("**Customer**").

The individual accepting this Agreement represents that they are authorized to enter into this Agreement on Customer's behalf.

By checking the acceptance box, creating a paid account, purchasing a subscription, or otherwise accessing the Services after being presented with this Agreement, Customer agrees to be bound by these terms.

1. VSYN Services

VSYN provides cloud-based software designed to help organizations manage operational information, workforce credentials, safety documentation, projects, and related workflows.

Depending on Customer's subscription and features made available by VSYN, the Services may include:

VSYN Credentials. Tools for storing, organizing, extracting, reviewing, monitoring, and displaying employee credentials, certifications, licenses, training records, supporting documents, expiration information, and related workforce information.

VSYN SDS. Tools for uploading, storing, organizing, processing, searching, assigning, publishing, and accessing Safety Data Sheets ("SDS") and related product or chemical information.

Project SDS Portals and QR Codes. Tools allowing Customer to assign SDS documents to particular projects and generate project-specific QR codes or links through which authorized users, workers, auditors, contractors, or other persons may access the SDS documents assigned to that project.

Document Processing and AI-Assisted Features. Tools that may use automated processing, optical recognition, artificial intelligence, machine learning, or similar technologies to extract, classify, summarize, search, or organize information contained in Customer Content.

Additional Modules. VSYN may make additional products, integrations, communication tools, reporting tools, administrative functions, or other features available over time.

Features may differ by subscription plan.

2. Business Use

The Services are intended primarily for organizational and commercial use.

Customer represents that it is using the Services in connection with its business or organizational activities and not primarily for personal, family, or household purposes.

Customer must designate at least one authorized administrator responsible for managing its VSYN account.

3. Accounts, Administrators, and Users

Customer may authorize employees, contractors, administrators, project personnel, or other users to access portions of the Services.

Customer is responsible for:

- determining which individuals receive access;
- assigning appropriate permissions and roles;
- maintaining accurate administrator information;
- promptly removing access when it is no longer appropriate;
- protecting account credentials;

- maintaining reasonable account security; and
- activity occurring through Customer-controlled accounts.

Administrative functionality may only be visible to users assigned an appropriate administrative role.

Customer must promptly notify VSYN if it reasonably believes an account has been compromised.

4. Customer Content

"**Customer Content**" means information, documents, images, files, records, data, SDS documents, credentials, certifications, employee information, project information, and other material submitted to or processed through the Services by or on behalf of Customer.

Customer retains ownership of Customer Content.

Customer grants VSYN a non-exclusive, worldwide license to host, store, reproduce, transmit, process, analyze, display, and otherwise use Customer Content solely as reasonably necessary to provide, secure, maintain, support, and improve the Services.

Customer represents that it has all rights, permissions, notices, consents, and lawful bases necessary to provide Customer Content to VSYN and permit its processing under this Agreement.

5. Credentials and Workforce Records

VSYN Credentials is a **record-management and workflow tool**.

Unless VSYN expressly agrees otherwise in writing, VSYN does not independently certify, authenticate, investigate, or guarantee:

- that a credential is genuine;
- that a credential was issued by the identified issuer;
- that an employee completed identified training;
- that a license or certification remains valid;

- that an employee is qualified to perform particular work; or
- that a credential satisfies Customer's contractual, regulatory, safety, licensing, or employment requirements.

Automated extraction may populate credential information from uploaded images or documents. Customer must review extracted information before relying upon it.

Customer remains responsible for determining whether workers are properly trained, licensed, certified, authorized, and qualified.

6. Safety Data Sheets and Project QR Portals

Customer is responsible for determining which SDS documents are required for its projects, facilities, products, chemicals, and operations.

VSYN provides tools to store, organize, search, assign, publish, and access SDS information. VSYN does not manufacture the products described in SDS documents and does not independently warrant the accuracy, completeness, regulatory sufficiency, or currency of manufacturer-provided SDS information.

Customer is responsible for:

- uploading appropriate SDS documents;
- maintaining current versions;
- assigning documents to appropriate projects;
- withdrawing outdated or inapplicable documents;
- confirming that required SDS information is available to appropriate personnel; and
- complying with applicable workplace safety and hazard-communication obligations.

Project QR codes may provide access to project-specific SDS libraries without requiring the viewer to authenticate into Customer's administrative account.

Customer therefore must not intentionally assign confidential or inappropriate documents to a public or broadly accessible QR portal.

VSYN does not guarantee that QR codes, mobile devices, internet connectivity, third-party browsers, or external networks will always be available.

7. AI and Automated Processing

Certain VSYN features may use automated or AI-assisted systems to extract, categorize, search, summarize, or otherwise process Customer Content.

These systems are intended to assist human users. They are **not substitutes for professional, regulatory, legal, medical, engineering, safety, or compliance judgment**.

Automated outputs may be incomplete, inaccurate, incorrectly classified, or otherwise erroneous.

Customer is responsible for reviewing automated outputs before relying upon them for operational, employment, credentialing, safety, compliance, or other consequential decisions.

VSYN does not warrant that AI-assisted extraction or search will identify every relevant document, hazard, credential, expiration date, requirement, or data point.

8. Subscription Plans and Add-Ons

Access to paid Services requires an active subscription unless VSYN expressly provides otherwise.

Available subscriptions may include Starter, Professional, Enterprise, managed offerings, project add-ons, worker-capacity add-ons, or other plans introduced by VSYN.

The features, project limits, worker limits, administrator limits, pricing, and other entitlements applicable to Customer are those presented at the time of purchase or stated in an applicable order form.

VSYN may introduce new plans, features, or add-ons over time.

Features described as beta, preview, experimental, early access, or similar may be changed or discontinued without notice.

9. Billing, Renewal, and Payment

Customer authorizes VSYN and its payment processor to charge applicable subscription fees, add-ons, taxes, and other amounts associated with Customer's purchase.

Subscriptions automatically renew for successive billing periods unless canceled before the applicable renewal date.

Monthly subscriptions renew monthly.

Annual subscriptions renew annually unless otherwise stated at purchase.

Customer must maintain a valid payment method.

Failure to pay amounts when due may result in suspension or termination of access.

Except where required by law or expressly agreed by VSYN in writing, payments are non-refundable and cancellation does not result in a prorated refund.

Following cancellation, Customer generally retains paid access through the end of its then-current billing period unless the account is terminated for cause.

VSYN may change future pricing by providing reasonable notice. Pricing changes will ordinarily apply beginning with a subsequent renewal period rather than retroactively to amounts already paid.

10. Acceptable Use

Customer and its users may not:

- use the Services unlawfully;
- upload material they do not have authority to process;
- knowingly upload malware or malicious code;
- attempt unauthorized access to another customer's account or data;
- circumvent security or access controls;
- interfere with the operation of the Services;

- reverse engineer the Services except where such restriction is prohibited by law;
- use automated methods to overload or disrupt VSYN infrastructure;
- misrepresent automated output as independently verified by VSYN;
- use the Services to falsify credentials or safety records; or
- use the Services in a manner reasonably likely to create material security, legal, or operational harm.

VSYN may suspend access reasonably necessary to investigate or stop prohibited activity.

11. Security

VSYN will use commercially reasonable administrative, technical, and organizational safeguards designed to protect Customer Content.

No internet-based system is completely secure.

VSYN does not warrant that unauthorized access, security incidents, interruptions, or data loss can never occur.

Customer is responsible for maintaining reasonable security over its own devices, networks, passwords, accounts, and authorized users.

12. Confidentiality

Each party may receive non-public business, technical, operational, financial, security, or other confidential information from the other.

The receiving party will use such confidential information only as reasonably necessary to perform or receive Services under this Agreement and will protect it using reasonable care.

Confidential information does not include information that:

- becomes public without breach of this Agreement;
- was lawfully known without confidentiality obligations;

- is independently developed without use of the other party's confidential information; or
- is lawfully received from a third party without confidentiality restrictions.

A party may disclose confidential information when legally required, subject to legally permitted notice to the other party.

13. Intellectual Property

VSYN and its licensors retain all rights in the Services, including software, interfaces, workflows, designs, technology, documentation, trademarks, branding, underlying systems, and improvements.

Except for the limited right to use the Services during an active subscription, Customer receives no ownership interest in VSYN intellectual property.

Customer retains ownership of Customer Content.

If Customer provides feedback or suggestions concerning the Services, VSYN may use that feedback without restriction or payment, provided VSYN does not publicly identify Customer as the source without permission.

14. Regulatory and Operational Responsibility

VSYN provides software tools. VSYN does not assume Customer's legal, regulatory, contractual, employment, workplace-safety, licensing, training, recordkeeping, or compliance obligations.

Customer remains responsible for determining which laws, regulations, standards, contractual requirements, and workplace procedures apply to its operations.

Use of VSYN does not itself establish compliance with OSHA requirements or any other governmental, industry, contractual, or safety standard.

Customer should maintain appropriate operational procedures for circumstances in which VSYN, internet access, QR access, or electronic systems are unavailable.

15. Service Availability and Disclaimer

VSYN intends to provide reliable Services but does not guarantee uninterrupted or error-free operation.

Maintenance, upgrades, third-party failures, internet outages, security events, technical failures, or other circumstances may temporarily affect availability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

VSYN DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, TO THE EXTENT SUCH WARRANTIES MAY LAWFULLY BE DISCLAIMED.

VSYN DOES NOT WARRANT THAT:

- THE SERVICES WILL ALWAYS BE AVAILABLE OR ERROR-FREE;
- CUSTOMER CONTENT WILL ALWAYS BE ACCURATE;
- AUTOMATED OR AI OUTPUT WILL BE ERROR-FREE;
- USE OF THE SERVICES WILL ESTABLISH REGULATORY COMPLIANCE; OR
- EVERY SECURITY THREAT, EXPIRED CREDENTIAL, MISSING SDS, OR OTHER ISSUE WILL BE IDENTIFIED.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, OR LOSS OF GOODWILL, ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED THAT SUCH DAMAGES MAY OCCUR.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VSYN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO VSYN FOR THE SERVICES DURING THE **TWELVE (12) MONTHS** IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Nothing in this Agreement limits liability that cannot lawfully be limited or excluded.

17. Indemnification

Customer will defend, indemnify, and hold harmless VSYN Systems LLC and its officers, employees, contractors, and agents from third-party claims, damages, liabilities, judgments, penalties, costs, and reasonable attorneys' fees arising from or relating to:

- Customer Content;
- Customer's unlawful use of the Services;
- Customer's breach of this Agreement;
- Customer's violation of third-party rights;
- Customer's credentialing, employment, safety, or compliance decisions; or
- Customer's failure to obtain required rights or permissions for information submitted to VSYN.

VSYN will promptly notify Customer of an indemnified claim and reasonably cooperate in the defense.

Customer may not settle a claim in a manner that admits wrongdoing by or imposes non-monetary obligations upon VSYN without VSYN's written consent.

18. Dispute Resolution; Nebraska Law; Arbitration

This Agreement is governed by the laws of the State of Nebraska, without regard to conflict-of-law principles, together with applicable federal law.

The parties will first attempt in good faith to resolve any dispute through direct discussions between authorized representatives.

If a dispute is not resolved informally within thirty (30) days after written notice of the dispute, the dispute will be resolved through **binding arbitration**, except where applicable law prohibits arbitration or where either party seeks temporary or preliminary injunctive relief to protect intellectual property,

confidential information, account security, or prevent unauthorized access or misuse.

Unless the parties agree otherwise, arbitration will occur in **Lancaster County, Nebraska** before one arbitrator and will be administered under commercially reasonable arbitration rules.

The arbitrator may award any remedy available under applicable law consistent with this Agreement.

Judgment upon the arbitration award may be entered in any court having jurisdiction.

Each party knowingly waives, to the extent legally permitted, trial by jury for disputes subject to binding arbitration.

19. Suspension and Termination

VSYN may suspend Customer access if:

- fees are overdue;
- Customer materially breaches this Agreement;
- continued access presents a material security risk;
- VSYN reasonably believes the Services are being used unlawfully;
- suspension is required by law; or
- Customer's use materially threatens the integrity or availability of the Services.

Where reasonably practicable, VSYN will provide notice and an opportunity to cure before suspension.

Either party may terminate this Agreement for material breach if the breach remains uncured after reasonable written notice.

Upon expiration or termination, Customer's right to access the Services ends except for any limited post-termination access expressly provided by VSYN.

VSYN may establish reasonable data-export and deletion procedures.

Sections that by their nature should survive termination—including payment obligations, confidentiality, intellectual property, disclaimers, liability limitations, indemnification, and dispute provisions—survive termination.

20. Changes to the Services

VSYN may improve, modify, add, or discontinue features.

VSYN will use reasonable efforts to avoid materially reducing core paid functionality during an active subscription without reasonable business justification.

New functionality may be released first in testing, staging, beta, preview, or limited-access environments before general production release.

21. Changes to These Terms

VSYN may update this Agreement from time to time.

Each published version will contain an effective date and version identifier.

If VSYN makes material changes, VSYN may require Customer to affirmatively accept the revised Agreement before continued use or upon renewal.

Continued use alone will not replace affirmative acceptance where VSYN determines new acceptance is appropriate.

22. Electronic Communications

Customer agrees that VSYN may provide contractual notices, billing communications, account notices, security notices, service communications, and other legally permitted communications electronically.

Customer is responsible for maintaining a current administrative email address.

Electronic records and electronic acceptance may be retained by VSYN as evidence of the parties' agreement.

23. Assignment

Customer may not assign this Agreement without VSYN's prior written consent, except in connection with a merger, acquisition, or sale of substantially all assets where the successor assumes Customer's obligations.

VSYN may assign this Agreement in connection with a merger, reorganization, financing, sale of business, or transfer of substantially all assets associated with the Services.

24. Force Majeure

Neither party will be liable for delay or failure caused by circumstances beyond its reasonable control, including natural disasters, war, terrorism, labor disruption, governmental action, widespread internet or cloud-provider outages, utility failures, or similar events.

Payment obligations for Services already provided are not excused by this section.

25. Entire Agreement; Severability; Waiver

This Agreement, together with any applicable order form, privacy policy, data-processing terms, or other incorporated terms, constitutes the agreement between Customer and VSYN concerning the Services.

If a provision is held unenforceable, it will be modified to the minimum extent necessary or severed while the remainder remains effective.

Failure to enforce a provision does not waive future enforcement.

Headings are for convenience only.

ELECTRONIC ACCEPTANCE

By checking the acceptance box and continuing, the individual accepting represents that:

1. they have authority to bind the Customer;
2. they have read and agree to this Agreement on Customer's behalf;
3. Customer agrees to electronic contracting and records; and
4. Customer voluntarily agrees to the dispute-resolution provisions contained in this Agreement.

Nebraska Arbitration Notice

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

The Customer’s agreement acceptance is recorded electronically during account creation.