

Terms of Service

The terms that apply when you use Charbonneau Technologies' software and services.

Document	Version	Effective date	Last updated
Terms of Service	1.0	August 1, 2026	July 28, 2026

⚠ This is the current published version. Where a Client has a signed [Master Services Agreement](#), that agreement governs and controls over any conflicting term here.
Questions: dougc@charb-tech.com.

These Terms of Service (the “**Terms**”) govern access to and use of the software, websites, and services provided by Charbonneau Technologies (the “**Company**,” “**we**,” “**us**,” or “**our**”). By accessing or using the Services, you agree to these Terms. If you are entering into these Terms on behalf of an organization, you represent that you are authorized to bind that organization.

1. Acceptance of Terms

By creating an account, accessing, or using the Services, you accept these Terms and any documents they incorporate by reference. If you do not agree, do not use the Services. Where you and the Company have entered into a signed [Master Services Agreement](#) or Order, those documents govern your use of the Services, and these Terms apply only to the extent they do not conflict.

2. Description of Service

The Services include the Company's BusinessSystem enterprise resource planning application, the CT Monitoring service, and related implementation, hosting, and support services. Specific functionality made available to you depends on your Order. We may enhance, modify, or discontinue features of the Services from time to time, and will not materially reduce the core functionality provided under an active Order without a reasonable basis.

3. Accounts & Access

Access to the Services requires authorized user accounts. You are responsible for:

- Maintaining the confidentiality of account credentials;
- All activity that occurs under your accounts;
- Ensuring that only authorized users access the Services; and
- Promptly notifying us of any unauthorized use or suspected compromise.

You must provide accurate account information and keep it current. We may require reasonable authentication measures to protect the Services.

4. Acceptable Use

You agree not to, and not to permit any user to:

- Use the Services in violation of applicable law or the rights of others;
- Attempt to gain unauthorized access to the Services, other clients' environments, or related systems;
- Interfere with or disrupt the integrity or performance of the Services;
- Reverse engineer, decompile, or attempt to derive the source code of the Software, except to the extent permitted by law;

- Copy, resell, sublicense, or provide the Services to third parties except as expressly permitted; or
 - Upload malicious code or use the Services to store or transmit unlawful or infringing material.
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5. Fees & Billing

Fees for the Services are set out in your Order. You agree to pay all fees when due in accordance with the Order and the [Master Services Agreement](#). Except as required by law or expressly stated, fees are non-refundable. We may suspend Services for undisputed overdue amounts as described in the Agreement.

6. Intellectual Property

The Company and its licensors own all right, title, and interest in the Software, the CT Monitoring service, the Documentation, the Company's trademarks, and all related intellectual property. These Terms grant you a limited, non-exclusive, non-transferable right to use the Services for your internal business purposes during your subscription term. You retain ownership of your data as described in the [Data Ownership & Security Policy](#). All rights not expressly granted are reserved.

7. Third-Party Services

The Services integrate with third-party products and services, including QuickBooks Online and Microsoft Office 365 / Microsoft Graph. Your use of those third-party services is governed by the applicable third party's own terms and privacy practices, and you are responsible for maintaining any accounts and permissions those integrations require. We are not responsible for third-party services and do not warrant their availability or performance.

8. Disclaimers

Except as expressly stated in a signed agreement between you and the Company, the Services are provided “as is” and “as available,” without warranties of any kind, whether express, implied, or statutory, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We do not warrant that the Services will be uninterrupted, error-free, or free of harmful components.

9. Limitation of Liability

To the maximum extent permitted by law, the Company will not be liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenues, or data, arising out of or related to the Services or these Terms. Where you have a signed Master Services Agreement, the limitation of liability in that agreement applies. Otherwise, the Company’s total aggregate liability arising out of or related to these Terms will not exceed the amounts you paid to the Company for the Services during the twelve (12) months preceding the event giving rise to the claim.

10. Suspension & Termination

We may suspend or limit access to the Services if we reasonably believe that your use poses a security risk, violates these Terms or applicable law, or may cause harm to the Services or other clients. We will use reasonable efforts to provide notice where practicable. Termination of your subscription is governed by your Order and the [Master Services Agreement](#). On termination, your right to access the Services ends, and the return and deletion of your data proceed as described in the [Data Ownership & Security Policy](#).

11. Changes to These Terms

We may update these Terms from time to time. When we make material changes, we will update the “Last updated” date and, where appropriate, provide additional notice. Changes are effective when posted, except that, for clients with an active Order, changes that materially reduce your rights will not apply to that Order until its next renewal. Your continued use of the Services after changes take effect constitutes acceptance of the updated Terms.

12. Contact

Questions about these Terms can be directed to Charbonneau Technologies at dougc@charb-tech.com or 678-387-7659.

Questions about this document? Email dougc@charb-tech.com or call 678-387-7659.