

TERMS OF SERVICE

Website, Demo, Evaluation, Platform Access & AI Enablement

1. Acceptance and Business Use

These Terms of Service (the “Terms”) are an agreement between Quantum PM Solutions LLC, a New Jersey limited liability company (“Quantum PM,” “Provider,” “we,” “us,” or “our”), and the person or entity accessing the Services (“Customer,” “you,” or “your”).

By clicking an acceptance button, creating an account, requesting or participating in a demonstration or evaluation, or accessing or using any website, portal, limited-access environment, or service expressly made subject to these Terms (collectively, the “Services”), you agree to these Terms. If you use the Services for an organization, you represent that you have authority to bind that organization. If you do not agree, do not access or use the Services.

The Services are intended for business and professional use and not for personal, family, or household purposes. You must be at least eighteen (18) years old and legally capable of entering into these Terms.

2. Services and Commercial Agreements

QuantaPulse is a proprietary decision-support platform and related service offering designed to ingest, map, validate, and analyze approved financial, project, operational, work-management, resource, and other business information; identify execution risks and data-quality issues; link findings to supporting information; quantify potential impacts; and prepare draft remediation or decision-ready outputs for human review.

The Services may include website content, demonstrations, sandbox access, evaluations, limited-release features, pilot support, or other functionality described at the time of access. Features may change as the Platform is developed and hardened. No production deployment, managed service, continuous monitoring, live integration, support level, availability commitment, or service credit applies unless expressly stated in a signed agreement.

Paid pilots, subscriptions, professional services, portfolio-company deployments, or processing of material Customer Data ordinarily require a signed Master Services Agreement and Order Form or other written agreement. If a signed agreement conflicts with these Terms, the signed agreement controls.

3. Accounts, Access, and Security

You will provide accurate account information, keep it current, protect credentials, use unique named accounts where available, and use multi-factor authentication when required or reasonably available. You are responsible for activity under your accounts except to the extent directly caused by our breach of these Terms.

You will promptly notify us at [\[Support@pmquantum.com\]](mailto:Support@pmquantum.com) if you suspect compromised credentials, unauthorized access, misuse, or a security issue involving the Services. You will promptly revoke access that is no longer needed and will not share account credentials or bypass access restrictions.

4. Acceptable Use

You may use the Services only for your internal business purposes and in accordance with these Terms, applicable documentation, and any written scope provided by Quantum PM. You will not, and will not permit any third party to:

- copy, modify, translate, reverse engineer, decompile, disassemble, extract, discover, or create derivative works from the Platform, source code, prompts, models, algorithms, logic, graph structures, or underlying technology, except where a restriction is prohibited by law;
- resell, sublicense, timeshare, publicly distribute, or provide the Services to anyone other than authorized users acting for your organization;
- use the Services or outputs to build, train, benchmark, validate, or improve a competing product, model, service, or dataset, or publicly publish benchmark results without our written consent;
- circumvent safeguards, access controls, usage limits, or technical restrictions; conduct penetration, vulnerability, load, or automated security testing without prior written approval; or introduce malicious code;
- submit information you do not have authority to provide, infringe another person’s rights, violate law, facilitate fraud or abuse, or use the Services for high-risk decisions without appropriate qualified human review; or
- interfere with the integrity, availability, performance, or security of the Services or any third-party system used to provide them.

5. Customer Data, Privacy, and AI Processing

“Customer Data” means information submitted to or processed through the Services by or for you. As between the parties, you retain ownership of Customer Data. You grant us and our approved service providers a limited, non-exclusive right to host, copy, transmit, transform, map, analyze, display, secure, support, and otherwise process Customer Data only as reasonably necessary to provide and protect the Services, follow lawful instructions, prevent fraud or abuse, and comply with law.

You are responsible for obtaining all rights, notices, consents, permissions, and lawful bases necessary to provide Customer Data and for its accuracy, completeness, currency, and context. Unless expressly approved in a signed agreement, you will not submit payment-card data, protected health information, Social Security numbers, government identifiers, biometric data, classified or export-controlled information, children’s data, credentials, production secrets, or other highly regulated or special-category data.

We will not use identifiable Customer Data to train or fine-tune a generalized artificial-intelligence or machine-learning model made available to other customers or the public without your prior written consent. We will not knowingly submit Customer Data to a public or consumer AI service, or to a configuration that permits generalized model training on Customer Data, without written authorization.

We may collect and use aggregated or de-identified operational, diagnostic, security, performance, and usage information (“Usage Data”) to operate, secure, measure, support, and improve the Services, provided it does not identify you, an authorized user, a participating entity, or an individual and cannot reasonably reconstruct Customer Data. Our handling of personal information is also described in the Privacy Policy at [Privacy Policy URL].

6. AI-Enabled Outputs and Human Review

The Services may use machine learning, generative AI, graph analytics, rules, statistical techniques, and other automated methods. Outputs may be probabilistic, incomplete, outdated, or inaccurate. The Services are decision-support tools and do not constitute legal, accounting, audit, tax, investment, fiduciary, employment, engineering, or other regulated professional advice.

You are responsible for independently reviewing and validating outputs, assumptions, source information, findings, forecasts, and draft remediation before reliance. Unless expressly authorized in a signed agreement, the Services will not autonomously authorize expenditures, modify your systems, direct personnel, execute transactions, change project plans, or implement remediation. You retain sole authority and responsibility for all decisions and actions.

7. Ownership, Feedback, and Confidentiality

Quantum PM and its licensors retain all right, title, and interest in QuantaPulse, the Platform, software, source code, models, prompts, algorithms, graph structures, methods, templates, workflows, interfaces, documentation, improvements, and related intellectual-property rights. No rights are granted except the limited right to access and use the Services under these Terms.

You may provide suggestions or feedback. We may use feedback without restriction or obligation, provided we do not disclose your Confidential Information or identify you without consent.

For limited-access Services, each party will protect non-public information disclosed by the other that is marked confidential or should reasonably be understood as confidential, use it only for the relationship contemplated by these Terms, and disclose it only to representatives who need to know and are bound by confidentiality obligations. Standard exclusions apply to information that is public without breach, previously known without restriction, lawfully received from a third party, or independently developed. A signed nondisclosure agreement controls if it conflicts with this paragraph.

8. Fees and Taxes

Fees, payment timing, expenses, subscription terms, and any conversion credit are governed by the applicable signed Order Form, invoice, or other written commercial terms. Unless otherwise stated, undisputed amounts are due within thirty (30) days after invoice, fees are non-cancelable and non-refundable, and you are responsible for applicable sales, use, value-added, withholding, or similar taxes other than taxes based on our net income.

9. Third-Party Services, Security, and Availability

We may use cloud infrastructure, database, source-control, AI, security, compliance, communications, and other third-party providers to deliver the Services. Third-party components may be subject to their own terms. We will use risk-appropriate contractual, confidentiality, security, and data-protection measures for material providers consistent with our written policies and applicable signed agreements.

We maintain an information-security program appropriate to our size, current operating model, Services, Customer Data, and reasonably foreseeable risks. Safeguards may include identity and access controls, multi-factor authentication for privileged human access where supported, encryption in transit and cloud-native encryption at rest, environment separation, logging and monitoring, vulnerability and change management, incident response, backup and recovery, personnel confidentiality and awareness, and third-party risk management.

Evaluation and limited-release Services are provided without a service-level agreement. We do not represent that we have completed or received a SOC 2 report unless expressly stated in writing. If we confirm a Security Incident affecting Customer Data, we will take reasonable steps to contain and remediate it and provide notice as required by applicable law or a signed agreement.

10. Suspension, Termination, and Data Disposition

We may suspend or restrict access when reasonably necessary to prevent material harm, protect the Services or other users, investigate or respond to a security issue, comply with law, address nonpayment, or stop a material violation of these Terms. We will use reasonable efforts to provide notice when practicable and restore access after the issue is resolved.

You may stop using the Services at any time. We may terminate these Terms or discontinue access to evaluation or no-fee Services upon notice, or immediately for material breach, security risk, unlawful use, or insolvency. Termination does not affect accrued payment obligations or provisions that by their nature should survive, including restrictions, ownership, confidentiality, disclaimers, liability limits, indemnity, data disposition, and general terms.

After expiration or termination, Customer Data will be returned, exported, retained, or deleted in accordance with any applicable signed agreement, written retention notice, legal hold, and our normal backup and security-record retention processes. You are responsible for exporting information you require before access ends.

11. Warranties and Disclaimers

Each party represents that it has authority to enter into these Terms. If you pay for professional services directly under these Terms, we warrant only that those services will be performed in a professional and workmanlike manner; your exclusive remedy is re-performance or, if re-performance is not commercially reasonable, a prorated refund of the affected prepaid fees.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR EXPRESS WARRANTIES IN A SIGNED AGREEMENT, THE SERVICES, PLATFORM, DEMOS, EVALUATIONS, PILOT OR LIMITED-RELEASE FEATURES, OUTPUTS, AND THIRD-PARTY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE OPERATION; IDENTIFICATION OF ALL RISKS OR DATA-QUALITY ISSUES; OR THAT OUTPUTS WILL BE COMPLETE, ACCURATE, CURRENT, OR SUITABLE FOR YOUR PURPOSES.

12. Limitation of Liability and Indemnity

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; LOST PROFITS, REVENUE, BUSINESS, GOODWILL, OR SAVINGS; OR LOSS OR CORRUPTION OF DATA, EVEN IF ADVISED OF THE POSSIBILITY. EXCEPT FOR PAYMENT OBLIGATIONS, FRAUD, WILLFUL MISCONDUCT, OR LIABILITY THAT CANNOT LEGALLY BE LIMITED, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE FEES PAID OR PAYABLE BY YOU FOR THE AFFECTED SERVICES DURING THE TWELVE (12) MONTHS BEFORE THE EVENT OR (B) ONE HUNDRED U.S. DOLLARS (US \$100).

You will defend and indemnify Quantum PM and its personnel against third-party claims arising from Customer Data or materials, your unlawful instructions or use, your violation of Section 4, or your infringement of third-party rights, and will pay final damages or an approved settlement. We will promptly notify you, provide reasonable cooperation at your expense, and permit you to control the defense, provided no settlement admits our fault or imposes non-monetary obligations without our consent.

13. Changes to the Services and Terms

We may modify the Services to improve security, reliability, functionality, legal compliance, or business operations. We may update these Terms by posting a revised version and updating the Effective Date. For material changes, we will provide reasonable notice through the Services, by email, or by another appropriate method. Changes apply prospectively. Continued use after the effective date of revised Terms constitutes acceptance; if you do not agree, you must stop using the affected Services. A signed agreement may be amended only as stated in that agreement.

14. General

You will comply with laws applicable to your use of the Services, including export-control and sanctions laws, and will not provide controlled data without our prior written approval. Neither party may assign these Terms without the other's consent, except in connection with a merger, reorganization, sale of substantially all assets, or change of control if the assignee assumes the obligations. The parties are independent contractors and these Terms do not create a partnership, agency, fiduciary relationship, franchise, employment relationship, exclusivity obligation, or joint venture.

Neither party is liable for delay or failure caused by events beyond its reasonable control, except payment obligations. These Terms are governed by New Jersey law without regard to conflict-of-law principles. Before filing suit, the parties will attempt in good faith for thirty (30) days to resolve the dispute. The parties consent to exclusive jurisdiction in the state or federal courts of competent jurisdiction located in New Jersey and waive trial by jury to the extent permitted by law.

If a provision is unenforceable, it will be modified to the minimum extent necessary and the remainder will remain effective. A waiver must be in writing and applies only to the specific instance. These Terms, together with any incorporated Privacy Policy and applicable written scope, are the entire agreement for Services governed solely by these Terms. Electronic records, click acceptance, and electronic signatures may be used to evidence agreement.

15. Contact and Notices

Operational or support questions may be sent to [Support@pmquantum.com]. Security concerns may be sent to [Support@pmquantum.com]. Legal notices to Quantum PM must be sent to [Support@pmquantum.com] and **[111 Town Square Pl Ste 1238 #918947 Jersey City NJ 07310]**. We may send operational and legal notices to the email address associated with your account or otherwise provided by you.