

# TERMS OF SERVICE / TERMS AND CONDITIONS

Last Updated: 12. June 2026

## 1. THE SERVICE & LICENSING REQUIREMENTS

[Insert Your Company/SaaS Name] ("the Company", "We", "Us") provides a cloud-based software platform ("the Service") designed to facilitate the remote configuration, monitoring, and control of amateur radio stations ("Stations").

By accessing or using the Service, you ("the User") represent and warrant that:

- a) You hold a valid, active amateur radio license issued by your relevant local government authority (e.g., FCC, Ofcom, CEPT, etc.).
- b) You will strictly operate the remote Station within the privileges, frequency allocations, power limitations, and technical boundaries of your specific license class.
- c) You will not permit any unlicensed third party to initiate transmissions through the Service.

## 2. PHYSICAL HARDWARE & INDEMNIFICATION AGAINST DAMAGE

The Service interfaces over the internet with physical, real-world radio hardware, transceivers, power supplies, amplifiers, and antenna systems ("Hardware") owned or operated by the User.

a) **NO LIABILITY FOR HARDWARE DAMAGE:** The User explicitly acknowledges that internet latency, software bugs, connectivity dropouts, or power failures can result in unexpected Station states (including, but not limited to, stuck "Push-to-Talk" [PTT] states, unexpected long transmissions, or incorrect frequency tuning). UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO USER HARDWARE, AMPLIFIERS, ANTENNAS, OR PHYSICAL PROPERTY ARISING OUT OF THE USE OR FAILURE OF THE SERVICE.

b) **STATION SAFETY:** The User remains solely responsible for installing physical fail-safes (e.g., hardware watchdog timers, thermal cutoffs, timeout relays) at the physical Station location to prevent hardware damage in the event of a software or internet connection failure.

## 3. COMPLIANCE AND ACCEPTABLE USE

The User agrees not to use the Service to:

a) Transmit music, commercial broadcasts, profane language, or any signals prohibited by local or international amateur radio regulations.

b) Cause intentional interference or "QRM" to any radio communications.

c) Intercept or disrupt communications without authorization.

We reserve the right to immediately suspend or terminate any account suspected of violating government amateur radio regulations or operating without a valid license.

#### 4. DISCLAIMER OF WARRANTIES

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR UNINTERRUPTED, REAL-TIME, LATENCY-FREE OPERATION.

## 5. SUBSCRIPTION AND BILLING

The main license subscription for the Service is billed on a yearly basis and will automatically renew at the end of each annual period unless cancelled. Any additional add-on subscriptions purchased are tied to the main license subscription. Add-ons are priced pro-rata based on the time remaining on the current main license period and will subsequently renew on a yearly basis in alignment with the main license subscription renewal date. Users may cancel their subscription at any time; however, cancellations will take effect at the end of the current billing cycle, and no refunds will be issued for partial periods.



## 6. PRICING CHANGES

The Company reserves the right to modify pricing for the Service or any specific add-ons. We will provide Users with at least a 30-day notice prior to any pricing changes taking effect.

## 7. INTELLECTUAL PROPERTY

All rights, title, and interest in and to the Service, including but not limited to software, algorithms, user interfaces, logos, and documentation, are and shall remain the exclusive property of the Company. Nothing in these Terms shall be construed as granting the User any ownership rights or licenses beyond the limited right to access and use the Service as expressly permitted herein.

## 8. GOVERNING LAW AND CHOICE OF FORUM

These Terms shall be governed by and construed in accordance with the laws of [Insert Jurisdiction]. Any legal action or proceeding arising under these Terms will be brought exclusively in the courts located in [Insert City/Region], and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.