plan your edge

General Terms and Conditions

Plan Your Edge LLC

Effective date: December 10, 2024
Revised: October 8, 2026
Policy owner: Company Management

1 Scope and agreement

These General Terms and Conditions govern use of planyouredge.com and the websites, business applications, and related services operated by Plan Your Edge LLC that link to these Terms (the Services). “Company,” “we,” and “us” mean Plan Your Edge LLC and its affiliated companies to the extent they participate in providing the Services. The contracting entity is Plan Your Edge LLC unless a separate agreement expressly states otherwise.

You accept these Terms by clicking an acceptance control, signing an agreement incorporating them, or otherwise affirmatively agreeing to them. A business representative accepting them must have authority to bind that organization. If you do not agree, do not register for or use Services that require acceptance.

A separately executed agreement governs the particular services it covers and prevails over conflicting provisions here. Our Privacy Policy explains personal information practices. Ethics policies communicate conduct expectations and do not replace a service agreement.

2 Eligibility accounts and authorized access

Our applications are intended for business use by adults aged 18 or older. Access may require approval, an account, or authentication. Provide accurate information, safeguard credentials, and use only the applications, records, and functions for which you have permission.

You are responsible for your use and for persons you authorize under your account or organization. Do not share individual credentials or allow unauthorized access. Notify us promptly of suspected compromise. We may restrict permissions to address security risks or enforce agreed access rights.

3 Permitted and prohibited use

Subject to these Terms, we grant you a limited, nonexclusive, nontransferable right to use the Services for authorized business purposes while your access remains valid. This does not grant ownership of the underlying software or unrestricted rights to redistribute it.

Do not use the Services unlawfully, infringe rights, misrepresent identity or authority, upload malware, bypass access controls, interfere with operations, extract another user’s information, or conduct unauthorized scanning or security testing. Do not scrape, bulk-extract, resell, or reverse-engineer restricted Services except with written permission or to the extent a restriction is prohibited by law.

Comply with applicable trade, export-control, and sanctions laws. Do not supply content or use the Services for a prohibited destination, party, or purpose.

4 Planning tools and verification of results

The Services support solution design, configuration, data integration, inventory visibility, and business workflows. Outputs depend on user inputs, software rules, assumptions, and available third-party data. They may contain errors, omissions, outdated information, or limitations.

You must verify material inputs, calculations, dimensions, compatibility, capacities, runtime estimates, environmental assumptions, equipment availability, and other project requirements before relying on an output or committing to a purchase or installation. Confirm current specifications and requirements with the relevant manufacturer, supplier, and qualified professionals.

Unless expressly included in a separate written agreement, the Services do not provide licensed engineering services, stamped designs, code certification, commissioning approval, or a guarantee of system performance. Preliminary layouts and generated documents are not authorization to construct, energize, or operate a system. Do not use the Services as the sole basis for a safety-critical decision.

5 Third-party data products and connections

Product information, inventory, external links, and connected applications may be supplied or controlled by third parties. We do not guarantee their accuracy, completeness, availability, or continued operation. An inventory listing does not reserve equipment or bind a supplier to fulfill an order.

Third-party names and marks belong to their respective owners. Their appearance does not itself establish endorsement, agency, or authorization to bind that party. Third-party products and services remain subject to their own terms and warranties.

You must have authority to connect a data source and to share its contents with us. You are responsible for permissions and instructions you provide. We may disable a connection presenting a security, legal, or contractual concern.

6 Your content and generated documents

You retain your rights in information and materials you submit. You grant us and our service providers the rights reasonably necessary to host, process, display, transmit, and back up that content to provide, secure, and support the Services, subject to applicable privacy obligations and any separate agreement.

You represent that you have the necessary rights and lawful basis to submit content, including information about other persons. Do not submit credentials, payment-card details, health records, or other highly sensitive personal information unless expressly authorized under a suitable written agreement.

You may use generated project documents for your legitimate business purposes, subject to third-party rights and verification requirements. This permission does not transfer ownership of Company software, reusable templates, or third-party materials. Keep appropriate copies of important inputs and outputs.

7 Company intellectual property and confidentiality

The Company and its licensors retain their rights in the Services, software, branding, documentation, and reusable methods or templates. Do not remove ownership notices or use our name or logo in a manner suggesting endorsement without permission. Ownership of custom work is governed by the relevant written agreement.

Protect nonpublic information obtained through the Services, including another organization's records. Use it only for authorized purposes and disclose it only as permitted. This does not restrict information lawfully public or independently obtained, or legally protected reporting and disclosures.

8 Service changes support and commercial arrangements

We may update features, correct errors, perform maintenance, or discontinue a feature. Unless a separate agreement provides otherwise, we do not promise uninterrupted access, a particular response time, or permanent availability of a free feature. We will give reasonable advance notice of material discontinuation where practicable.

Paid work, subscriptions, deliverables, payment obligations, service levels, and cancellation rights require the applicable order or agreement. Merely browsing the website or using an authorized free tool does not create a purchase obligation. No charge or paid subscription is created without your agreement.

9 Suspension termination and information access

We may suspend or terminate access for a material violation, a credible security threat, unlawful activity, loss of necessary third-party rights, or another reason permitted by an applicable agreement. Where practicable, we will explain the issue and allow a reasonable opportunity to resolve a remediable breach. Urgent protective action may occur without advance notice.

You may stop using the Services and request account closure by contacting us. Closure does not cancel obligations under a separate agreement. Where lawful and reasonably feasible, we will provide a reasonable opportunity to obtain your stored content before routine termination or deletion; urgent security or legal circumstances may limit access.

Retention and deletion remain subject to the Privacy Policy, legal obligations, and applicable agreements. Clauses intended to survive, including ownership, confidentiality, accrued obligations, and liability provisions, continue as legally applicable.

10 Warranty disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR EXPRESS WARRANTIES IN A SEPARATE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." WE DISCLAIM IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

We do not warrant that the Services will be error-free, uninterrupted, completely secure, or suitable for every project. Nothing in these Terms removes a warranty or right that applicable law does not permit us to exclude.

11 Limitations of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST BUSINESS OPPORTUNITIES, OR BUSINESS INTERRUPTION ARISING FROM THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY.

Subject to the exceptions below, the Company's aggregate liability arising from the Services will not exceed the greater of US$100 or the amounts paid to the Company for the affected Service during the 12 months preceding the event giving rise to the claim. A different limit expressly agreed in a separate contract governs that contract.

These limitations do not exclude or limit liability for fraud, willful misconduct, gross negligence, or any liability that cannot lawfully be excluded or limited, including applicable mandatory rights. They apply only to the extent enforceable in the relevant circumstances.

12 Business customer indemnity

If you use the Services for a business, that business will indemnify the Company against third-party claims and reasonable resulting costs to the extent caused by its unlawful use of the Services, its infringement of third-party rights through submitted content, or its material breach of these Terms.

This obligation does not cover a claim to the extent caused by the Company's own breach, negligence, or misconduct. We will give prompt notice of a claim, provide reasonable cooperation at the indemnifying business's expense, and allow it to control the defense with suitable counsel. No settlement may admit fault by, or impose a nonmonetary obligation on, the Company without our reasonable written consent.

13 Governing law and disputes

Except where mandatory law requires otherwise, these Terms are governed by Florida law, without applying conflict-of-law rules. The parties submit to the exclusive jurisdiction of the state courts in Miami-Dade County, Florida, or the federal courts in the Southern District of Florida that have jurisdiction.

We encourage contacting contact@planyouredge.com to try to resolve a concern before litigation. This does not delay a legal deadline, prevent urgent relief, or restrict nonwaivable rights to bring a claim elsewhere. These Terms do not require arbitration or waive jury-trial or class-action rights.

14 Changes notices and general provisions

We may revise these Terms prospectively. We will identify the revised version and provide notice of material changes through the Services or contact details on file, seeking renewed agreement where required. Changes do not retroactively alter an existing dispute or override a separately executed agreement.

If a provision is unenforceable, the remainder continues to the extent lawful. Failure to enforce a provision is not a waiver. These Terms do not create a partnership, agency, or employment relationship. References to affiliated companies do not make an affiliate a contracting party or create a guarantee of another entity's obligations.

Questions and ordinary notices may be sent to the contact below. Formal service of legal process must follow applicable law.

Contact: contact@planyouredge.com | +1 305-320-3343