

Aureo Job Terms of Service

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****Provider:**** Aureo Technologies

****Product:**** Aureo Job

****Legal contact:**** legal@aureotechnologies.com

These Terms of Service (the "Terms") govern access to and use of Aureo Job, a software-as-a-service platform for field service companies and operational management (the "Service").

By creating an account, starting a free trial, purchasing a subscription, selecting an acceptance checkbox, or accessing or using the Service, the customer company agrees to be legally bound by these Terms.

1. Acceptance and Contractual Relationship

These Terms constitute a legal agreement between Aureo and the company, sole proprietor, or entity that creates an account or uses the Service ("Customer").

The person accepting these Terms on behalf of the Customer represents and warrants that they have sufficient authority to legally bind the Customer. If they do not have such authority, they must not create an account, purchase a subscription, or use the Service.

Aureo Job is offered exclusively for commercial and business purposes. It is not designed for domestic, personal, consumer use, or as an emergency response system.

The Customer and Aureo may each be referred to individually as a "Party" and collectively as the "Parties."

2. Definitions

For purposes of these Terms:

"Account" means the company environment created within Aureo Job, including its users, settings, permissions, billing information, and associated data.

"Authorized User" means a person whom the Customer allows to use the Service under its Account, including owners, administrators, supervisors, administrative staff, crew leaders, workers, contractors, or other authorized users.

"Customer Data" means all information entered, uploaded, submitted, generated, or recorded within the Customer's Account, including end-customer data, properties, work orders, photographs, signatures, schedules, locations, attendance data, notes, files, reports, and operational records.

"Subscription Plan" means the service level, features, price, usage limits, and billing period purchased by the Customer.

"Third-Party Services" means products, platforms, integrations, payment processors, mapping services, messaging, storage, authentication, communications, or other services independent from Aureo.

3. Scope of the Service

Aureo Job allows the Customer, according to the purchased Subscription Plan, to manage customers, properties, work orders, scheduling, crews, photographic evidence, attendance, time records, billing, reports, automations, permissions, operational tracking, and other functions related to field services.

The Service is provided through the internet and may require compatible browsers, suitable devices, stable connectivity, updated operating systems, and Third-Party Services.

Aureo may update, modify, correct, replace, add, or remove Service features to improve security, performance, stability, legal compliance, user experience, or product evolution. When reasonably possible, Aureo will seek to provide notice of material changes that materially affect ordinary use of the Service.

Some features may be available as beta, early access, trial, experimental integration, or optional modules. Such features may be modified, limited, or removed without prior notice and are provided without any additional warranty.

4. Account, Users, and Security

The Customer is responsible for:

Providing true, complete, and up-to-date information when creating and administering its Account.

Designating Account administrators and correctly defining roles and permissions for each Authorized User.

Keeping access credentials secure.

Avoiding the sharing of passwords, sessions, or authentication methods.

Immediately revoking or suspending access for users who should no longer use the Service.

Notifying Aureo without undue delay of unauthorized access, lost credentials, suspicious use, or security incidents related to the Account.

The Customer is responsible for all activity performed from its Account by its Authorized Users, unless the Customer demonstrates that the access was caused exclusively by a failure attributable to Aureo.

Aureo may require identity verification, information updates, additional authentication, or reasonable security measures when it detects unusual activity, risk of fraud, abuse, or possible unauthorized access.

5. License to Use

Subject to timely payment of applicable fees and compliance with these Terms, Aureo grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Service only during the term of its subscription and for legitimate internal purposes of its business operations.

The license does not grant the Customer any rights to Aureo's source code, architecture, trademarks, design, documentation, interfaces, methodologies, features, data models, internal processes, or intellectual property.

6. Permitted Use and Restrictions

The Customer and its Authorized Users must use the Service only in a lawful, professional manner and in accordance with these Terms.

The following are prohibited:

Attempting to access data, accounts, systems, or resources of another company without authorization.

Circumventing, disabling, compromising, or interfering with security controls, authentication, permissions, usage limits, or technical measures of the Service.

Copying, reproducing, modifying, translating, decompiling, reverse engineering, disassembling, or creating derivative works of the Service, unless expressly permitted by applicable law.

Reselling, renting, sublicensing, distributing, making available to third parties, or commercially exploiting the Service outside the Customer's internal operations.

Using bots, scrapers, automated tools, or bulk data extraction mechanisms without Aureo's written authorization.

Uploading malware, malicious code, harmful files, or content that affects the integrity, availability, or security of the Service.

Sending spam, unsolicited communications, or messages that violate telecommunications, privacy, or advertising laws.

Using the Service for illegal, fraudulent, discriminatory, abusive, privacy-invasive activities, or activities that violate third-party rights.

Entering full payment information, card numbers, banking credentials, passwords, or other sensitive financial information outside the authorized payment tools.

Using the Service to store or process information subject to special regulations without Aureo's written authorization and without the additional required agreements.

Aureo may investigate violations, limit features, suspend accounts, or take any measures it considers reasonable to protect the Service, its customers, third parties, or platform security.

7. Customer Responsibilities

The Customer retains control and responsibility over its business operations. In particular, the Customer is responsible for:

The accuracy, legitimacy, integrity, and currency of Customer Data.

Obtaining the notices, consents, authorizations, and legal bases necessary to collect, use, store, and share information from workers, customers, contractors, and third parties.

Complying with labor, tax, privacy, employment, geolocation, communications, consumer protection, occupational safety, and any other laws applicable to its activity.

Correctly configuring permissions, users, schedules, crews, operational rules, billing, internal policies, and workflows.

Independently reviewing and validating any report, time record, location, invoice, calculation, recommendation, automation, or output generated by the Service before using it for labor, tax, legal, financial, or payroll purposes.

Maintaining independent records when required by law, contract, insurer, authority, or end customer.

Independently determining worker classification, wage payments, overtime, breaks, taxes, insurance, permits, and labor obligations.

Properly informing workers and third parties when using location, attendance, photographs, signatures, notes, operational evidence, or activity tracking features.

Scheduling suggestions, crew assignments, routes, dispatches, automations, reports, and other operational tools are administrative aids. The Customer retains final decision-making authority and responsibility over its operations.

Aureo Job is not the Customer's employer, contractor, agent, representative, insurer, legal advisor, tax advisor, labor advisor, or payroll processor.

8. Customer Data

The Customer retains all rights, title, and interest in and to Customer Data.

The Customer grants Aureo a limited, non-exclusive, worldwide, royalty-free license to host, store, reproduce, transmit, process, back up, analyze, and display Customer Data solely to the extent necessary to:

Provide, maintain, and improve the Service.

Provide technical support.

Prevent fraud, abuse, data loss, or security incidents.

Comply with legal, tax, regulatory, or contractual obligations.

Perform backups, failure recovery, audits, security logging, and business continuity.

Generate aggregated or de-identified statistics that do not reasonably identify the Customer, its workers, customers, or third parties.

Aureo will not sell Customer Data or use it for cross-context behavioral advertising. Aureo will not use Customer Data to train third-party general-purpose artificial intelligence models without the Customer's express authorization.

When required by applicable law, the Customer will be responsible for acting as controller, business, or responsible party for the processing of Customer Data, and Aureo will act as service provider, processor, or subprocessor only under the Customer's documented instructions and in accordance with the applicable privacy documents.

A Privacy Notice and, where applicable, a Data Processing Agreement ("DPA") may supplement these Terms. If there is a conflict between a signed or applicable DPA and this section regarding the processing of personal data, the DPA will prevail.

9. Security, Availability, and Backups

Aureo will apply commercially reasonable administrative, technical, and organizational measures to protect the Service and Customer Data against unauthorized access, loss, alteration, or improper disclosure.

However, no internet-connected system can guarantee absolute security, uninterrupted availability, or complete absence of errors. The Customer acknowledges that interruptions may arise from maintenance, updates, connectivity failures, third-party services, attacks, human error, force majeure events, or circumstances outside Aureo's reasonable control.

Aureo may perform scheduled or emergency maintenance. When reasonably possible, Aureo will seek to inform the Customer of maintenance that may materially affect access to the Service.

If Aureo confirms a security incident that materially compromises Customer Data under its control, it will notify the Customer without undue delay and provide reasonably available information to allow the Customer to comply with its applicable legal obligations.

The Customer is responsible for maintaining copies, exports, or independent records when required by its own legal, business, or continuity obligations.

10. Data Export, Retention, and Deletion

While the Account is active and current on payments, the Customer may export Customer Data through the features available in the Service, subject to the technical limitations and applicable Subscription Plan.

After cancellation or termination of the Account, Aureo may keep Customer Data available for up to thirty (30) calendar days to facilitate a reasonable export, unless the Account has been suspended for fraud, security, abuse, legal order, or material breach.

After that period, Aureo may permanently delete or de-identify Customer Data from active systems. Residual copies may temporarily remain in protected backups until deleted according to Aureo's ordinary backup and recovery cycles.

Aureo may retain limited information when necessary to comply with legal obligations, resolve disputes, prevent fraud, enforce these Terms, or maintain accounting, tax, security, and audit records.

11. Free Trial, Prices, and Billing

Aureo Job may offer a free trial of up to thirty (30) days for eligible customers, unless the registration process, purchase order, payment page, or commercial agreement indicates a different duration.

The free trial may require a valid credit or debit card before activation. Aureo may limit, deny, or revoke free trials when it detects duplicate accounts, abuse, fraud, prior use of a trial, or any reasonable risk circumstance.

Unless another fee is expressly stated in writing, Aureo Job's standard price is USD \$199 per month per company Account, billed in advance.

Fees:

Are charged in United States dollars.

Do not include taxes, governmental charges, sales taxes, VAT, GST, or similar applicable obligations.

Are the Customer's responsibility, except for taxes calculated on Aureo's net income.

May be subject to additional charges when the Customer purchases modules, services, integrations, storage, support, or special conditions not included in the standard Plan.

Payments may be processed through Stripe or another authorized processor. Aureo does not store full payment card numbers within its ordinary systems.

The Customer authorizes Aureo and its payment processor to charge applicable fees using the registered payment method, including initial charges, automatic renewals, applicable taxes, authorized adjustments, and charges arising from additional services accepted by the Customer.

12. Automatic Renewal and Cancellation

At the end of the free trial, the subscription will automatically convert into a paid monthly subscription unless the Customer cancels before the charge date and time shown during the registration or payment process.

The subscription will automatically renew for successive monthly periods unless canceled before the next scheduled charge.

The Customer may cancel its subscription from the billing section of the Account or through another cancellation mechanism expressly made available by Aureo. A request sent by email will only be considered effective when Aureo confirms in writing that it has been processed.

Cancellation will take effect at the end of the billing period already paid, unless expressly stated otherwise. The Customer will retain access to the Service until the end of that period, subject to these Terms.

Paid fees are non-refundable, unless applicable law requires otherwise or Aureo expressly authorizes a refund in writing.

Aureo may modify prices, plans, or commercial conditions, provided that it notifies the Customer at least thirty (30) calendar days before the change takes effect for the next renewal period.

13. Non-Payment

If a payment is declined, returned, disputed, overdue, or cannot be processed, Aureo may:

Retry the charge using the authorized payment method.

Request updated payment information.

Limit non-essential features.

Temporarily suspend access to the Service.

Restrict the creation of new records, users, jobs, or data.

Cancel the subscription after reasonable notice and opportunity to cure the breach.

The Customer will remain responsible for all fees accrued before suspension or termination.

14. Third-Party Services

The Service may depend on Third-Party Services, including payment processors, messaging providers, maps, storage, authentication, email, hosting, integrations, browsers, and operating systems.

Use of such Third-Party Services may be subject to independent terms, policies, and conditions. Aureo does not control and will not be responsible for the availability, security, operation, changes, errors, practices, or decisions of Third-Party Services.

When an integration is activated by the Customer, the Customer authorizes Aureo to exchange the data strictly necessary to enable that integration, in accordance with the Customer's instructions and applicable policies.

15. Intellectual Property

Aureo and its licensors retain all rights, title, and interest in and to Aureo Job, including software, code, interfaces, designs, trademarks, logos, documentation, modules, databases, methodologies, improvements, configurations, processes, and other intellectual property elements.

Nothing in these Terms transfers ownership of the Service to the Customer.

The Customer may submit comments, ideas, suggestions, improvement requests, or feedback. The Customer grants Aureo a worldwide, perpetual, irrevocable, sublicensable, royalty-free license to use such feedback for the development, improvement, marketing, and operation of the Service, without any obligation of compensation.

Aureo will not use the Customer's name, logo, or trademark in marketing materials, case studies, or advertising without the Customer's prior authorization.

16. Confidentiality

Each Party may receive confidential information from the other Party, including commercial, financial, technical, operational, strategic, security, product, or customer information ("Confidential Information").

The receiving Party must:

Protect Confidential Information with a level of care no less than the level it uses to protect its own similar information.

Use it only to perform these Terms.

Share it only with employees, contractors, advisors, or providers who need to know it and are subject to confidentiality obligations.

Not disclose it to third parties without authorization, unless legally required.

Confidential Information does not include information that the receiving Party can demonstrate: was public without breach of these Terms; was already lawfully known; was received from a third party without a confidentiality obligation; or was independently developed.

If a Party must disclose Confidential Information by law, court order, or authority request, it will seek to notify the other Party when legally permitted to do so.

17. Suspension and Termination

Aureo may suspend or terminate the Customer's access to the Service, in whole or in part, immediately when it reasonably believes there is:

Non-payment.

Material breach of these Terms.

Security risk, fraud, abuse, or unauthorized access.

Illegal use or use that may create liability for Aureo or third parties.

Infringement of intellectual property rights.

Court order, request from a competent authority, or legal requirement.

Use of the Service that affects its stability, availability, reputation, or security.

When reasonably possible, Aureo will notify the Customer before or shortly after suspension and indicate the measures necessary to request a review or reinstatement.

The Customer may stop using the Service at any time and cancel its subscription according to the applicable billing section.

Sections related to outstanding payments, data, intellectual property, confidentiality, indemnification, limitations of liability, dispute resolution, and general provisions will survive termination.

18. Warranties and Disclaimers

Aureo will seek to provide the Service in a professional and commercially reasonable manner. However, unless expressly stated in writing, the Service is provided "as is" and "as available."

To the maximum extent permitted by applicable law, Aureo does not warrant that:

The Service will be uninterrupted, error-free, or completely secure.

The Service will solve all of the Customer's needs.

Reports, calculations, automations, recommendations, or outputs will be accurate for all purposes.

The Service will automatically comply with the Customer's labor, tax, privacy, employment, payroll, insurance, or specific regulatory laws.

Third-Party Services will be available or operate without interruption.

The Customer acknowledges that it must independently verify any operational, legal, financial, labor, tax, or commercial decision made with support from the Service.

19. Indemnification

The Customer will defend, indemnify, and hold harmless Aureo, its affiliates, officers, employees, contractors, and licensors from and against claims, damages, losses, costs, and reasonable expenses, including legal fees, arising from:

Customer Data.

The Customer's or its Authorized Users' use of the Service in breach of these Terms.

The Customer's failure to provide notices, obtain consents, permissions, or legal bases required by the Customer.

The Customer's operations, workers, contractors, customers, services, products, billing, messages, or commercial practices.

Infringement of third-party rights by the Customer or its Authorized Users.

Aureo will defend the Customer against a third-party claim alleging that authorized use of the Service directly infringes a United States patent, copyright, or registered trademark, provided that the Customer promptly notifies Aureo of the claim, allows Aureo to control the defense, and reasonably cooperates.

Aureo's obligation will not apply when the claim results from: Customer Data; Customer configurations or instructions; combinations with products not provided by Aureo; unauthorized use; breach of these Terms; or modifications made by persons other than Aureo.

If the Service is found to be infringing, Aureo may, at its discretion: modify it to avoid infringement, replace it with a functionally similar alternative, obtain the corresponding right of use, or terminate the affected access and refund unused prepaid fees associated exclusively with the affected feature.

20. Limitation of Liability

To the maximum extent permitted by applicable law, neither Party will be liable to the other for indirect, incidental, special, exemplary, punitive, or consequential damages, including loss of profits, revenue, data, business, reputation, commercial opportunities, or operational interruption.

Aureo's total cumulative liability arising from these Terms, the Service, or any related claim will not exceed the total amount actually paid by the Customer to Aureo during the twelve (12) months preceding the event giving rise to the claim.

The foregoing limitations will not apply where applicable law prohibits limiting or excluding certain liability.

Nothing in these Terms limits the Customer's payment obligations, the Customer's indemnification obligations, unauthorized use of the Service, intellectual property infringement, fraud, or willful misconduct.

21. Governing Law and Jurisdiction

These Terms will be governed by and interpreted in accordance with applicable laws in the United States and the jurisdiction expressly identified by the Parties in a signed purchase order or commercial agreement. If there is no express designation, the conflict-of-laws and venue rules determined by the court with competent jurisdiction will apply.

Before initiating a formal claim, the Parties will seek to resolve the dispute in good faith for at least thirty (30) calendar days from written notice of the dispute.

Unless the Parties agree to another mechanism in writing, disputes related to these Terms or the Service will be brought before courts having jurisdiction under applicable law. The Customer and Aureo consent to that jurisdiction to the extent permitted by law.

Aureo may seek urgent, injunctive, or protective measures for intellectual property, security, confidentiality, or unauthorized access before any court of competent jurisdiction.

22. Changes to These Terms

Aureo may update these Terms when necessary due to legal, technical, operational, security, commercial, or functional changes.

Updated versions will include an effective date and version number. When a change is material, Aureo will seek to notify the Customer by email, within the Service, or through a visible notice with reasonable advance notice.

Continued use of the Service after the effective date of an updated version will constitute acceptance of the modified Terms, unless applicable law requires another form of consent.

Price changes will be governed by the billing and renewal section of these Terms.

23. Communications and Electronic Notices

The Customer agrees to receive communications related to the Account, security, billing, changes to the Service, legal updates, and support by email, in-Service notifications, Account notices, or any reasonable electronic means.

The Customer is responsible for keeping its contact information and administrative email address up to date.

Legal notices to Aureo must be sent to legal@aureotechnologies.com. Aureo may provide written notice of any additional valid address for formal notices.

24. General Provisions

These Terms, together with any purchase order, Subscription Plan, DPA, applicable policy, or signed commercial agreement, constitute the entire agreement between the Parties regarding the Service.

In case of conflict, the following order will prevail: a commercial agreement signed by both Parties; an applicable DPA regarding personal data; a purchase order; and finally these Terms.

The Customer may not assign, transfer, or delegate these Terms without Aureo's prior written consent. Aureo may assign these Terms in connection with a merger, acquisition, corporate reorganization, asset sale, or substantial transfer of the business.

The relationship between the Parties is that of independent contractors. These Terms do not create an employment relationship, partnership, franchise, representation, mandate, agency, joint venture, or fiduciary relationship.

Failure to exercise a right does not constitute a waiver of that right.

If any provision is deemed invalid or unenforceable, the remaining provisions will remain in effect, and the affected provision will be interpreted to the maximum extent permitted by law.

Neither Party will be responsible for delays or failures caused by events outside its reasonable control, including natural disasters, widespread internet failures, labor disputes, war, terrorism, pandemics, critical provider failures, government actions, or infrastructure interruptions.

These Terms may be accepted electronically. Electronic records of acceptance, billing, Account use, communications, and payments may be used as evidence of the contractual relationship between the Parties.