

NetLever – Terms and Conditions

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Last Updated: February 20, 2026

These Terms and Conditions ("Terms") govern the access to and use of products, software, platforms, websites, APIs, and professional services (collectively, the "Services") provided by **NetLever** ("NetLever", "we", "us", or "our"). By accessing or using the Services, you ("Customer", "you", or "your") agree to be bound by these Terms.

If you are entering into these Terms on behalf of an organization, you represent that you have the authority to bind that organization to these Terms.

1. Scope of Services

NetLever provides technology and IT-related services which may include, without limitation:

- Cloud-based software platforms and digital services
- Voice, communications, and connectivity-related services (where applicable)
- Managed services, support, consulting, and professional services
- Subscription-based and usage-based services

Specific service details, pricing, service levels, and commercial terms may be defined in an order form, statement of work ("SOW"), service schedule, or other written agreement mutually executed between NetLever and the Customer (each, an "Order"). In the event of a conflict, the applicable Order shall prevail over these Terms.

2. Account Registration and Responsibilities

2.1 Account Information. You agree to provide accurate, current, and complete information when creating an account and to keep such information updated.

2.2 Account Security. You are responsible for maintaining the confidentiality of your credentials and for all activities that occur under your account. You must promptly notify NetLever of any unauthorized access or suspected security breach.

2.3 Authorized Use. You are responsible for ensuring that your users comply with these Terms and all applicable laws and regulations.

3. Acceptable Use

You agree not to use the Services:

- For any unlawful, fraudulent, abusive, or harmful purpose
- To violate the rights of others, including intellectual property or privacy rights
- To transmit malware, spam, or malicious code
- To engage in activities that disrupt, degrade, or interfere with NetLever systems or networks
- In violation of telecommunications, data protection, or consumer protection laws, where applicable

NetLever reserves the right to suspend or terminate access to the Services if we reasonably believe there has been a violation of this section.

4. Fees and Payment

4.1 Fees. You agree to pay all fees associated with the Services as specified in the applicable Order or invoice.

4.2 Payment Terms. Unless otherwise stated, invoices are due and payable

according to the terms indicated on the invoice. Late payments may result in suspension of Services.

4.3 **Taxes.** Fees are exclusive of all taxes, duties, or governmental charges. You are responsible for all applicable taxes, excluding taxes based on NetLever's net income.

5. Intellectual Property

5.1 **NetLever IP.** NetLever retains all rights, title, and interest in and to the Services, including all software, technology, documentation, trademarks, and intellectual property.

5.2 **Customer Data.** You retain ownership of your data. You grant NetLever a limited, non-exclusive right to process your data solely for the purpose of providing the Services.

5.3 **Feedback.** Any feedback or suggestions you provide may be used by NetLever without restriction or obligation.

6. Confidentiality

Each party agrees to protect the other party's confidential information and to use it solely for purposes related to the performance of these Terms, unless disclosure is required by law.

7. Data Protection and Privacy

NetLever processes personal data in accordance with its **Privacy Policy**, which is incorporated by reference into these Terms. By using the Services, you consent to such processing.

8. Service Availability and Support

NetLever will use commercially reasonable efforts to make the Services available. However, the Services may be subject to planned maintenance, updates, or unforeseen outages.

Service levels, response times, and support terms (if any) shall be defined in the applicable Order or service schedule.

9. Third-Party Services

The Services may integrate with or rely on third-party products or services. NetLever is not responsible for third-party services and makes no warranties regarding their availability or performance.

10. Term and Termination

10.1 Term. These Terms remain in effect for as long as you use the Services or until terminated.

10.2 Termination for Convenience. Either party may terminate an Order in accordance with the termination provisions specified therein.

10.3 Termination for Cause. NetLever may suspend or terminate access immediately if you materially breach these Terms or applicable law.

10.4 Effect of Termination. Upon termination, your right to access the Services will cease, and any outstanding fees shall become immediately due.

11. Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, NETLEVER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- NETLEVER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS INTERRUPTION.
 - NETLEVER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES SHALL NOT EXCEED THE FEES PAID BY THE CUSTOMER TO NETLEVER IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
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13. Indemnification

You agree to indemnify and hold harmless NetLever from any claims, damages, liabilities, and expenses arising from your use of the Services, violation of these Terms, or infringement of third-party rights.

14. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of **North Carolina**, without regard to conflict of laws principles. The

parties agree to the exclusive jurisdiction of the courts located in North Carolina.

15. Modifications

NetLever may update these Terms from time to time. Material changes will be posted on our website or otherwise communicated. Continued use of the Services after the effective date constitutes acceptance of the updated Terms.

16. Entire Agreement

These Terms, together with any applicable Orders, constitute the entire agreement between the parties regarding the Services and supersede all prior or contemporaneous agreements on the subject matter.

17. Contact Information

If you have questions regarding these Terms, please contact:

NetLever

Email: legal@netlever.com

Website: <https://www.netlever.com>