

Terms and Conditions

Welcome to BuildMySOP.com (the “Website”). Please read these Terms and Conditions carefully before using the Website. By accessing or using the Website, you agree to be bound by these Terms and Conditions. The provision of information and services on this Website by the owners and operators of BuildMySOP.com is subject to your agreement to the Terms and Conditions below.

Scope

These Terms and Conditions apply to your use of our BuildMySOP.com Website. The Website is owned and operated by Safety Labs Holding Company dba SC Labs (“SC Labs”).

We may have other websites that are governed by different terms and conditions.

Availability of Products

Reference to any product or service on the Website does not constitute an offer to sell or supply that product or service. Specific advice concerning the availability and suitability of any particular product or service should be sought before purchase. Products or services described or listed on this Website may not be available in all states. Products or services are not available outside of the United States.

Content

The information provided to the public on this Website has been included in good faith but is for general informational purposes only. It should not be relied on for any specific purpose and no representation or warranty is given in regard to its accuracy or completeness. This Website should not be considered error-free or as a comprehensive source of all information on a particular topic. SC Labs makes no warranties or representations as to the accuracy of the content of the Website, and assumes no responsibility for any consequences relating directly or indirectly to any action or inaction you take based upon the information and material on this Website. Your use of the Website is subject to the additional disclaimers and caveats that may appear throughout these Terms and Conditions and the Website. You assume the entire risk of loss in using this Website and materials contained in the Website.

Features and specifications of products or services described or depicted on the Website are subject to change at any time without notice.

Copyright, Trademarks and other Intellectual Property

Copyright, trademark, patent, and other applicable laws protect the services and materials appearing on the Website. All publicly available materials on the Website may be accessed, downloaded, or printed for noncommercial purposes or within the scope allowable by these Terms and Conditions. No other use of these materials may be made without express written permission from SC Labs. Any unauthorized use of the words or images on this Website may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes.

The Website includes material that is derived in whole or in part from materials that are copyrighted, including the format and layout of the Website. These copyrights are owned by SC Labs, or for licensed content, the content providers.

None of the names, trademarks, service marks, and logos of SC Labs appearing on this Website may be used in any capacity, including but not limited to indicating SC Labs' sponsorship of or affiliation with any product or service, without express written permission of SC Labs. Nothing contained on the Website should be construed as granting, by implication, estoppel, waiver, or otherwise, any license or right of use to any trademark displayed on the Website without the express written permission of SC Labs or the third-party owner of the trademark, if any. This Website may contain other proprietary notices and copyright information, the terms of which must be observed and followed.

Right to Change Terms and Conditions

SC Labs may, at any time and from time to time, change these Terms and Conditions. Any changes to these Terms and Conditions will be effective immediately upon posting of the changed Terms and Conditions on the Website. You agree to review these Terms and Conditions periodically, and your use of the Website following any such change constitutes your agreement to follow and be bound by the Terms and Conditions as changed.

Client Service Portal

SC Labs uses a client service portal located at <https://www.buildmysop.com/home/login> for use by its clients ("Clients"). All uses of the client service portal shall comply with these Terms and Conditions, including the following:

Client Representations

Client represents, warrants, and covenants that it will not, nor does it intend to, use SC Labs' services to (a) violate or infringe the rights of others in any way; (b) commit a harm or other tort, whether intentional or otherwise; or (c) commit a crime. Client further represents, warrants, and covenants that it will not provide any SC Labs document, whether in full or in part and whether in draft or in final form, to any other individual or company not affiliated with Client.

Limitations of Liability

SC Labs shall have no liability, obligation, or responsibility of any kind for losses, costs, expenses, or other damages (including but not limited to any special, direct, incidental, or consequential damages) with respect to the services provided under these Terms and Conditions and any document provided to the Client.

Indemnification

Client agrees to defend, indemnify, and hold harmless SC Labs, its officers, directors, employees, and agents from and against any claims, actions, or demands (including without limitation reasonable attorneys' fees and costs) alleging or resulting from Client's

breach of any of the terms, warranties, representations, or covenants contained in these Terms and Conditions.

Cancellation Policy

SC Labs makes every effort to accommodate a Client's reasonable request for cancellation of services on this Website. SC Labs' cancellation policies are as follows:

- For access to BuildMySOP.com standard templates, Client may not cancel after execution of an agreement for such services and payment.
- For customized templates, Client may cancel its agreement within twenty-four (24) hours after execution of an agreement for such services and payment.
- For Standard Operating Procedure review services, Client may cancel its agreement within twenty-four (24) hours after execution of an agreement for such services and payment.
- For subscription plans, Client may cancel its agreement by written notice to SC Labs no later than thirty (30) days before Client's next payment is due. If Client fails to provide the required thirty (30) days notice, Client will be charged for one additional month of services before the cancellation will be effective.

Miscellaneous Terms and Conditions

SC Labs and Client may have other Agreements in place. In the event that there exists a conflict between any term, condition, or provision contained within these Terms and Conditions and any term, condition, or provision contained within another agreement between the parties, the provisions of these Terms and Conditions shall control. SC Labs specifically rejects all additional, inconsistent, or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Client to SC Labs. No waiver by SC Labs of any provision, term, or condition hereof or of any breach by or obligation of the Client hereunder shall constitute a waiver of such provision, term, or condition on any other occasion or a waiver of any other breach by or obligation of the Client. Should suit be brought to enforce or interpret any part of these Terms and Conditions, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

Linked Sites

While browsing this Website you may be offered links to other websites. This does not indicate that SC Labs is associated with any of these other sites or their owners. While it is the intention of SC Labs that you should find these other sites of interest, neither SC Labs, its affiliates, nor its respective directors, officers, employees, or agents shall have any responsibility or liability of any nature whatsoever for these other sites or any information contained in them, none of which have been verified or endorsed by SC Labs.

Other SC Labs websites may be governed by separate, specific Terms and Conditions and Privacy Policies. Upon your entry to another SC Labs website, you should carefully read the Terms and Conditions and Privacy Policies governing such website.

No Guarantee of Employment

SC Labs may list or describe certain career opportunities on this Website. SC Labs makes no guarantee or promise that, upon application for employment, you will receive an offer for employment or placement in the position for which you applied, or that any employment or position is available.

Equal Employment Opportunity Commission Statement

SC Labs does not discriminate against any employee or applicant for employment on the basis of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, political affiliation, or veteran status. SC Labs makes all decisions regarding offers of employment in accordance with applicable federal, state, and local laws.

Disclaimer of Warranties

All content on or accessible from this Website is provided “as is” without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The use of this Website is at your own risk. SC Labs does not warrant that the content available on this Website or the Website itself is free of errors. SC Labs expressly disclaims any obligation to update the content on this Website. SC Labs does not warrant that the content of this Website is free of viruses or other harmful properties.

Limitation of Liability

The use of this Website is at your own risk. To the fullest extent permitted by applicable law, under no circumstance shall SC Labs, its subsidiaries and affiliates, and its respective directors, officers, employees, agents, successors, and assigns, be liable to any user of this Website or any other person or entity for any direct, indirect, special, incidental, consequential, or exemplary damages, including without limitation, damages for loss of profits, revenue or data, or other losses or damages of any kind whatsoever arising out of the use or inability to use this Website or any content contained thereon, whether based upon warranty, negligence, contract, tort, strict liability, or otherwise, even if SC Labs has been advised of the possibility of such damages or losses.

Indemnification

By using this Website, you hereby release, and agree to indemnify and hold harmless Safety Labs Holding Company, its subsidiaries and affiliates, and its respective directors, officers, employees, agents, successors, and assigns from any and all liabilities, damages, costs, and expenses, including actual attorneys’ fees, arising out of your use or inability to use this Website or its content.

Severability

If any part of these Terms and Conditions is found to be unlawful, void, or unenforceable for any reason, that part shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

Applicable Law

These Terms and Conditions and the resolution of any dispute related to these Terms and Conditions shall be construed in accordance with the laws of the State of California without regard to any principles of conflicts of law. Any dispute between SC Labs and you related to these Terms and Conditions shall be resolved exclusively by the state courts in Santa Cruz, California or the federal courts of the Northern District of California.

SC Labs makes no representation that material on this Website is appropriate or available for use in all locations, and accessing them from territories where its content is illegal is prohibited. Those who choose to access the Website from other locations do so on their own initiative and are responsible for compliance with local laws.

Privacy Policy

The Privacy Policy is available on this Website and is incorporated by reference in these Terms & Conditions. By accessing and using this Website, you agree to the terms of the Privacy Policy. You should read the Privacy Policy carefully.

General

These Terms and Conditions constitute the entire agreement between you and SC Labs with respect to your use of and access to this Website. Any failure by SC Labs to exercise or enforce any provision or right under these Terms and Conditions does not constitute a waiver of that provision. Any rights not expressly granted in these Terms and Conditions are reserved.

Contacting Us

If you have any questions regarding these Terms and Conditions, you may contact us using the following information:

SC Labs
100 Pioneer Street, Suite E
Santa Cruz, CA 95060

info@sclabs.com
(866) 435-0709

Effective Date: Aug 2, 2024