FOG+FROG

Terms of Service

Last updated: March 13, 2026

1. Introduction

Welcome to Fog&Frog LLC (“Fog&Frog,” “Company,” “we,” “us,” or “our”). These Terms of Service (“Terms”) govern your access to and use of our website at fogandfrog.com (the “Site”) and any cloud-based software-as-a-service products we provide (each, a “Service”).

By accessing or using the Site or any Service, you (“User,” “you,” or “your”) agree to be bound by these Terms. If you do not agree to these Terms, please do not use the Site or any Service.

You must be at least eighteen (18) years of age to access or use the Site or any Service. By using the Site or any Service, you represent and warrant that you are at least 18 years old. If you are under 18, you may not use the Site or any Service.

If you are using a Service on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms.

Fog&Frog LLC is a Franco-American business software and AI consulting company with offices in Monterey, California (USA) and Paris/Lyon (France).

2. Description of the Site and Services

The Site is provided for informational purposes and to facilitate communication between you and Fog&Frog regarding our consulting, software development, and AI integration services.

Our Services are cloud-based software-as-a-service tools accessible via web browsers and APIs. The specific features and functionality of each Service are described on our website or within the applicable Service documentation.

3. Account Registration

This section applies only if you use a Service that requires an account.

To use certain features of a Service, you must create an account. You agree to:

- Provide accurate, current, and complete information during registration
- Maintain and update your account information to keep it accurate and current
- Maintain the security and confidentiality of your login credentials
- Accept responsibility for all activities that occur under your account
- Notify us immediately of any unauthorized use of your account

We reserve the right to suspend or terminate accounts that contain inaccurate or incomplete information.

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4. Acceptable Use

You agree not to:

- Violate any applicable law, regulation, or third-party rights
- Upload, transmit, or distribute any content that is unlawful, harmful, threatening, abusive, defamatory, or otherwise objectionable
- Interfere with or disrupt the integrity or performance of the Site, any Service, or their underlying infrastructure
- Attempt to gain unauthorized access to the Site, any Service, other accounts, or related systems
- Use the Site or any Service to send unsolicited communications (spam)
- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of any Service
- Use any Service to develop a competing product or service
- Use automated means (bots, scrapers, etc.) to access the Site or any Service without our prior written consent
- Resell, sublicense, or redistribute any Service without authorization

We reserve the right to investigate and take appropriate action against anyone who violates these provisions, including suspending or terminating access to the Site or any Service.

5. Intellectual Property

The Site and each Service, including their original content, features, functionality, and underlying technology, are and remain the exclusive property of Fog&Frog LLC and its licensors. All content, including but not limited to text, graphics, logos, images, designs, and software, is protected by copyright, trademark, and other intellectual property laws.

You may not reproduce, distribute, modify, create derivative works of, publicly display, or otherwise use any content from the Site or any Service without our prior written permission.

You retain ownership of any content you upload to or create within a Service ("User Content"). By submitting User Content, you grant us a limited, non-exclusive, worldwide, royalty-free license to use, store, and process your User Content solely for the purpose of providing and improving the Service.

6. Subscription and Payment

This section applies only to paid Services.

Fees

Certain features of a Service may require a paid subscription. Fees are described on our pricing page or in an applicable order form. All fees are quoted in the currency specified at the time of purchase and are non-refundable except as expressly stated in these Terms.

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Billing

Paid subscriptions are billed in advance on a recurring basis (monthly or annually, as selected). You authorize us to charge the payment method on file for all applicable fees.

Price Changes

We may change our fees at any time by providing at least thirty (30) days' notice before the start of your next billing cycle. Your continued use of the Service after a price change constitutes acceptance of the new pricing.

Cancellation

You may cancel your subscription at any time through your account settings. Cancellation takes effect at the end of the current billing period, and you will retain access to the Service until that date. No refunds or credits will be issued for partial billing periods.

7. Contact Form and Communications

When you submit information through our contact form or communicate with us via email, you agree that the information you provide is accurate and that you consent to being contacted in response to your inquiry.

We will handle your personal data in accordance with our Privacy Policy. We do not sell or share your contact information with third parties for marketing purposes.

8. Client Engagements

These Terms govern your use of the Site and our Services only. Any consulting, development, or other professional services provided by Fog&Frog are subject to separate agreements, statements of work, or contracts entered into between you and Fog&Frog.

9. Privacy Policy

Your use of the Site and any Service is also governed by our Privacy Policy, which describes how we collect, use, store, and share your personal data. The Privacy Policy is incorporated into these Terms by reference. By using the Site or any Service, you acknowledge that you have read and understood our Privacy Policy.

10. Data, Security, and International Transfers

We take the security of your data seriously. We implement commercially reasonable technical and organizational measures designed to protect your data from unauthorized access, loss, or alteration.

You are responsible for maintaining the confidentiality of your account credentials and for any activity that occurs under your account.

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International Data Transfers

Fog&Frog operates in both the United States and the European Union. Your data may be transferred to, stored, and processed in countries other than your country of residence, including the United States. By using the Site or any Service, you consent to the transfer of your data to countries that may have different data protection laws than your country of residence.

Where required by applicable law, including the European Union General Data Protection Regulation ("GDPR"), we will ensure that appropriate safeguards are in place for international data transfers, such as Standard Contractual Clauses approved by the European Commission or other legally recognized transfer mechanisms.

Your Data Rights

Depending on your location and applicable law, you may have certain rights regarding your personal data, including the right to access, correct, delete, restrict processing, or port your data. To exercise any of these rights, please contact us at the address provided in the Contact Us section. We will respond to your request in accordance with applicable data protection laws.

11. Service Availability and Support

This section applies to Services only.

We strive to maintain high availability of each Service but do not guarantee uninterrupted or error-free operation. A Service may be temporarily unavailable due to scheduled maintenance, upgrades, or circumstances beyond our control.

We may provide customer support as described on our website or in an applicable service-level agreement.

12. Modifications to the Service

We reserve the right to modify, suspend, or discontinue any part of the Site or any Service at any time, with or without notice. We will make reasonable efforts to notify you of significant changes that may affect your use of a Service.

13. Termination

This section applies to Services that require an account.

We may suspend or terminate your access to any Service at any time, with or without cause, and with or without notice. Upon termination:

- Your right to use the Service ceases immediately
- We may delete your account and associated data after a reasonable retention period
- Provisions of these Terms that by their nature should survive termination will continue to apply, including but not limited to intellectual property provisions, warranty disclaimers, limitations of liability, and dispute resolution

You may terminate your account at any time by contacting us or using the account deletion feature within the Service.

Data Export

Upon termination or cancellation of your account, you may request a copy of your User Content in a structured, commonly used, and machine-readable format. Such requests must be made within thirty (30) days of termination. After the retention period, we may permanently delete your data and will have no obligation to maintain or provide it.

14. Disclaimer of Warranties

THE SITE AND EACH SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

FOG+FROG DOES NOT WARRANT THAT THE SITE OR ANY SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, ANY SERVICE, OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FOG+FROG, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH:

- Your access to or use of (or inability to access or use) the Site or any Service
- Any conduct or content of any third party on the Site or any Service
- Unauthorized access, use, or alteration of your transmissions or content

IN NO EVENT SHALL FOG+FROG'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS, THE SITE, OR ANY SERVICE EXCEED THE GREATER OF (A) THE AMOUNTS YOU HAVE PAID TO FOG+FROG IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS ($100).

16. Indemnification

You agree to indemnify, defend, and hold harmless Fog&Frog and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with:

- Your access to or use of the Site or any Service
- Your violation of these Terms
- Your violation of any third-party right, including any intellectual property or privacy right

- Any User Content you submit to a Service

17. Third-Party Links

The Site or a Service may contain links to third-party websites or services. We are not responsible for the content, privacy policies, or practices of any third-party sites. Accessing linked sites is at your own risk.

18. Dispute Resolution

Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of California, United States, without regard to conflict of law principles.

Informal Resolution

Before filing any formal legal action, you agree to first contact us and attempt to resolve the dispute informally for at least thirty (30) days.

Arbitration

If the dispute cannot be resolved informally, you and Fog&Frog agree to resolve any claims relating to these Terms through final and binding arbitration, except that either party may bring suit in court to enjoin infringement or misuse of intellectual property rights.

Class Action Waiver

You and Fog&Frog agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. You expressly waive any right to participate in a class action lawsuit or class-wide arbitration against Fog&Frog. If this class action waiver is found to be unenforceable, the entirety of this arbitration provision shall be null and void.

Jurisdiction

Any disputes not subject to arbitration shall be subject to the exclusive jurisdiction of the courts located in Monterey County, California.

19. General Provisions

Entire Agreement

These Terms, together with the Privacy Policy and any applicable order forms, constitute the entire agreement between you and Fog&Frog regarding your use of the Site and each Service.

Severability

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

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Waiver
The failure of Fog&Frog to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

Assignment
You may not assign or transfer your rights under these Terms without our prior written consent. Fog&Frog may assign its rights and obligations under these Terms without restriction.

Force Majeure
Neither party shall be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from circumstances beyond the reasonable control of that party, including but not limited to natural disasters, acts of government, pandemics, war, terrorism, civil unrest, power outages, internet or telecommunications failures, cyberattacks, or failures of third-party service providers. The affected party shall promptly notify the other party of the event and use reasonable efforts to mitigate its effects.

Notices
We may provide notices to you via email, posting on the Site, posting within a Service, or other reasonable means. Notices to Fog&Frog should be sent to the contact information provided below.

20. Changes to These Terms
We reserve the right to update or modify these Terms at any time. Changes will be effective upon posting to the Site. For users of a paid Service, we will provide at least thirty (30) days' notice of material changes. Your continued use of the Site or any Service after changes are posted constitutes acceptance of the revised Terms.

21. Contact Us
If you have any questions about these Terms of Service, please contact us at:

Fog&Frog Email: hello@fogandfrog.com Website: https://www.fogandfrog.com