

DockOps Terms of Service

Last Updated: November 14, 2025

Introduction and Acceptance of Terms

Welcome to DockOps! These Terms of Service ("Terms") govern your access to and use of the DockOps software service ("DockOps" or the "Service"). By signing up for or using DockOps, you ("you" or "User") agree to these Terms and to our Privacy Policy (provided below) (which is incorporated herein by reference). If you do not agree with these Terms or the Privacy Policy, you must not use the Service. These Terms form a binding legal agreement between you and DockOps ("DockOps," "we," "us," or "our").

DockOps is offered to businesses and not to consumers; you represent that you are using DockOps for business purposes (specifically, managing a hull cleaning operation) and that you have the authority to agree to these Terms on behalf of your company or organization. You must be at least 18 years old and capable of entering into a binding contract to use DockOps.

Description of the Service

DockOps is a cloud-based field service management software tailored for hull cleaning companies. The Service enables you to:

- Store and organize client information and vessel details.
- Schedule and manage hull cleaning jobs and appointments.
- Record job details and create post-job reports (including notes and service details).
- Calculate payments or wages owed to divers or contractors based on job inputs.
- Generate invoices for your clients (boat owners) with predefined or recurring rates, and deliver those invoices via email or link.
- Integrate with third-party payment processing (Stripe) to collect online payments from your clients.

DockOps provides the software tools to facilitate your business operations. **DockOps is not a hull cleaning service, bank, or payroll provider** – it does not perform hull cleaning, does not employ your divers, and does not directly process payments. The actual hull cleaning services you provide to your clients, and any agreements or obligations related to those services, are solely between you (the hull cleaning company) and your client (the boat owner). DockOps

simply helps document and streamline those transactions. DockOps **only facilitates communications and transactions** between the hull cleaning businesses and their clients, and is **not responsible for the actual services** (hull cleaning) or any outcomes of those services. We do not guarantee any specific business results or that using DockOps will fulfill any legal obligations you may have (such as compliance with tax or labor laws).

Account Registration and Security

To use DockOps, you must create an account. When registering, you agree to provide accurate, current, and complete information about yourself and your company as prompted by the registration form. You are responsible for maintaining the confidentiality of your account login credentials and for all activities that occur under your account. **You agree to notify us immediately** at tech@dockoperations.com of any unauthorized use of your account or any other breach of security. DockOps is not liable for any loss or damage arising from your failure to keep your account secure.

You are responsible for ensuring that all users in your organization (e.g., your staff or divers with whom you share access) also comply with these Terms. If you add staff members to your DockOps account, you must ensure they are authorized and use the Service only for your company's internal business.

User Responsibilities and Acceptable Use

You agree to use DockOps only for its intended purpose of managing your business, and in compliance with all applicable laws and regulations. **You are solely responsible for all data you enter into DockOps**, including client information, job details, and any other content. You affirm that you have the necessary rights and permissions to input your clients' personal information into the Service (for example, that you have obtained consent from your clients if required by law).

When using DockOps, **you agree that you will not:**

- Violate any laws or regulations, including privacy laws, anti-spam laws, or export control laws.
- Upload or input any content that is illegal, offensive, defamatory, or infringes on anyone's intellectual property or privacy rights.
- Use the Service to send unauthorized or unsolicited mass emails, messages, or other communications to clients or third parties (no spam or abuse of our email features).
- Attempt to gain unauthorized access to the Service or its related systems or networks, or circumvent any security measures.
- Reverse engineer, decompile, or otherwise attempt to discover the source code or underlying trade secrets of DockOps.

- Use the Service in a manner that could disrupt, disable, damage, or overburden the platform (e.g., by launching automated scripts or mass requests that interfere with normal operations).
- Resell, rent, or lease the Service to any third party, or otherwise use the Service on behalf of any third party except as part of your legitimate hull cleaning business operations.

Violation of the above rules or other misuse of DockOps may result in immediate suspension or termination of your account, at our discretion.

Fees, Subscription, and Payments

Subscription Fees: DockOps is offered on a subscription basis to hull cleaning companies. You agree to pay all subscription fees applicable to the plan you select, in the amount and frequency specified at the time of purchase (e.g., monthly or annual billing). Subscription fees are billed in advance (for the upcoming billing period) and are non-refundable except as required by law or expressly stated otherwise. If you sign up for a recurring subscription, you authorize DockOps to charge your chosen payment method automatically on each renewal date until you cancel.

Stripe Payment Processing and Invoice Fees: DockOps integrates with Stripe to enable you to send invoices to your clients and accept online payments. To use this feature, you may be required to connect a Stripe Express account. **All payments from your clients are processed by Stripe** – DockOps itself does not collect or store credit card information. Stripe will charge standard transaction fees for each payment (e.g., card processing fee of 2.9% +.30 cents and 0.8% from ACH). In addition, Stripe (through its Stripe Invoicing service) charges an extra **0.4% fee on each paid invoice** processed online via DockOps. By using DockOps's invoicing and payment features, you agree to Stripe's applicable terms and conditions and fees. (For details, refer to Stripe's own terms of service and invoicing pricing documentation.) DockOps is not responsible for the performance of Stripe's services or any payment issues; any disputes or issues related to payment processing are between you and Stripe or your client.

Taxes: All fees are stated exclusive of any taxes (such as sales tax, VAT, etc.) that may apply. You are responsible for paying any applicable taxes, duties, or government fees in connection with your use of DockOps, aside from taxes based on DockOps's net income.

Changes to Fees: DockOps may change subscription fees or introduce new charges with advance notice to you (for example, via email or in-service notification). Fee changes will not apply retroactively and will only apply at the start of the next subscription period. If you do not agree to a fee change, you may cancel your subscription before the new fee takes effect.

Late Payments: If we are unable to process payment of your subscription fee on time, we may notify you and retry billing. If payment remains delinquent, DockOps reserves the right to suspend or terminate your access to the Service. You are responsible for any costs we incur in collecting overdue amounts, including reasonable attorneys' fees and related costs.

Third-Party Services and Integrations

DockOps relies on certain third-party services to function, most notably Stripe for payment processing. You acknowledge and agree that:

- **Stripe Integration:** By linking your Stripe account or using Stripe through DockOps, you are subject to Stripe's terms of service and privacy policy. DockOps is **not** a party to your agreement with Stripe, and we have no control over Stripe's services or any third-party payment systems. We are not liable for any losses or damages arising from actions or incidents on Stripe's side, such as payment failures, security breaches at Stripe, or compliance issues involving payments.
- **Other Services:** DockOps may also utilize cloud hosting providers, email service providers (for sending notifications or invoices), or other software integrations to provide the Service. We strive to work with reputable providers and to maintain reliable integrations, but we do not guarantee the availability or accuracy of any third-party service. Your use of any integration or third-party feature may be subject to the third party's own terms.

Quickbooks Integration: By connecting your QuickBooks Online account to DockOps, you explicitly authorize DockOps to access and act on your behalf within your QuickBooks company account. This access is granted through OAuth2 authentication and enables DockOps to perform limited operations under your direction, including reading and writing invoices, accessing customer records, and retrieving payment status.

You represent and warrant that you have the necessary rights and permissions to authorize this connection and to permit DockOps to access the selected QuickBooks company. DockOps will only access and operate within your QuickBooks Online account under this explicit authorization.

Use of QuickBooks Data

DockOps uses your QuickBooks data exclusively to:

- Create, send, and update customer invoices
- Synchronize customer information between systems
- Retrieve payment status and reconcile records
- Maintain consistency between operational workflows

DockOps does not access, process, or store your QuickBooks login credentials. All connections are established securely via OAuth2 and tokens are stored securely on backend systems only.

Revoking Access to QuickBooks Online

Users may revoke DockOps' access to their QuickBooks Online company at any time by disconnecting the DockOps app from the Intuit App Management page or by contacting DockOps support. When access is revoked, DockOps immediately loses the ability to read or write any QuickBooks data.

Effect of Revocation

If a user disconnects QuickBooks:

- All synchronization between DockOps and QuickBooks stops immediately.
- DockOps cannot create, update, or retrieve invoices, customers, or payments.
- Any features relying on QuickBooks data become unavailable until reconnection.

Data Retention After Revocation

DockOps retains only the QuickBooks-derived data already stored in the user's DockOps account that is required for:

- billing history
- operational logs
- fraud-prevention
- legal or regulatory obligations

All other QuickBooks-sourced data can be deleted upon request.

Data Deletion Requests

Users may request deletion of QuickBooks-related data by contacting DockOps support.

After verifying identity and authorization, DockOps will delete all QuickBooks-derived data that is not required for legal or security reasons.

Token Deletion

When access is revoked or deleted, DockOps permanently deletes all associated OAuth access tokens and refresh tokens.

QuickBooks Branding Disclaimer

This application is not endorsed by or affiliated with Intuit Inc. Trademarks are the property of their respective owners.

Except as stated in our Privacy Policy, DockOps does not share your data with third parties for their own marketing or purposes outside the scope of operating the Service.

Intellectual Property Rights

DockOps's IP: All content and materials comprising the DockOps Service, including but not limited to software code, databases, user interface design, logos, trademarks, and documentation, are owned by or licensed to DockOps and are protected by intellectual property laws. DockOps grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Service during your subscription term solely for your internal business purposes (managing your hull cleaning operations) in accordance with these Terms. You do not acquire any ownership in the DockOps software or other IP by using the Service or paying subscription fees. You agree not to copy, distribute, modify, or create derivative works based on DockOps's content or software, except as expressly allowed by us.

Your Data: You retain all rights to the data you input into DockOps, including your business information, client lists, job details, reports, and any other content you submit ("User Data"). These Terms do not grant DockOps ownership of your User Data. However, by using the Service and uploading or entering User Data, you grant DockOps a worldwide, royalty-free license to use, host, copy, display, and process your User Data **solely as necessary to provide the Service** to you and to otherwise fulfill our obligations (for example, to backup data, send invoices, or provide customer support). We will not use your User Data for any other purpose except as permitted by you or required by law. You represent and warrant that you have all necessary rights to provide the User Data to DockOps and that doing so does not violate any laws or rights of others.

Feedback: If you choose to provide feedback, ideas, or suggestions to DockOps about the Service, you agree that DockOps can use and share such feedback for any purpose without compensation to you and without any restriction or obligation.

Disclaimers of Warranties

DockOps strives to provide a high-quality and reliable service, but please note the following **important disclaimers**:

- **"As-Is" and "As-Available":** DockOps is provided on an "as is" and "as available" basis. To the fullest extent permitted by law, we disclaim all warranties of any kind, whether express, implied, or statutory, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We do not guarantee that the Service will meet your specific needs, achieve any particular results, or operate error-free or uninterrupted.

- **No Guarantee of Data Accuracy:** While DockOps automates calculations (such as diver pay or invoice amounts) and data management, the accuracy and completeness of the data and outputs depend on the information you provide. **You are responsible for reviewing and verifying all reports, calculations, and invoices generated through the Service.** DockOps makes no warranty that outputs (like invoices or pay calculations) are flawless or compliant with any specific accounting or legal standards.
- **External Services and Content:** DockOps is not responsible for services or information provided by third parties. We make no representation or warranty regarding any third-party content or services (including Stripe's services) that you access through DockOps.
- **Beta Features:** If we offer any preview or beta features, these are provided "as-is" for evaluation and feedback, without any warranties, and may be changed or discontinued at any time.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above disclaimers may not fully apply to you. In such cases, the warranties are disclaimed to the maximum extent permitted by applicable law.

Limitation of Liability

To the maximum extent permitted by law, in no event will DockOps or its owners, officers, employees, or affiliates be liable to you or any third party for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of (or inability to use) DockOps or any content therein. This includes, without limitation, damages for lost profits, lost revenue, lost business opportunities, loss of data, or business interruption, even if we have been advised of the possibility of such damages.

In no event shall DockOps's total cumulative liability for any claims arising out of or relating to these Terms or the Service exceed the amount you paid to DockOps in subscription fees in the twelve (12) months immediately preceding the event that gave rise to the claim, or one hundred US dollars (USD \$100), whichever is greater.

The limitations of liability in this section apply to any theory of liability, whether based on warranty, contract, tort (including negligence), strict liability, or any other legal theory, and regardless of whether any remedy set forth in these Terms fails of its essential purpose.

Allocation of Risk: The pricing of DockOps reflects the allocation of risk and the limitations of liability stated in these Terms. You acknowledge that absent your agreement to these limitations, the terms of your subscription would be different.

Indemnification

You agree to defend, indemnify, and hold harmless DockOps and its parent company, affiliates, officers, agents, employees, and partners from and against any and all claims, liabilities,

damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with:

- your violation of these Terms or of any law or regulation,
- your use of the Service (including any actions taken by your account or by anyone using your account),
- your infringement of any intellectual property or other rights of any person or entity, or
- any dispute or issue between you and any third party (including your clients or divers), such as disputes arising from services you provide or invoices you generate using DockOps.

DockOps reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (in which case you agree to cooperate with DockOps in asserting any available defenses). This indemnification obligation will survive any termination of your account or these Terms.

Term and Termination

Term: These Terms are effective as of the moment you first accept them (for example, by creating an account or using the Service) and will remain in effect until terminated by either you or DockOps as described below.

Cancellation by You: You may cancel your DockOps subscription at any time by providing notice through the account settings or contacting DockOps support. If you cancel, you will continue to have access to the Service until the end of your current subscription period that you've paid for, and the Terms will remain in effect through that period. We do not offer pro-rated refunds for mid-period cancellations (unless required by law), so you will not receive a refund of fees already paid for the current period.

Termination or Suspension by DockOps: We may suspend or terminate your access to DockOps (or terminate these Terms with respect to you) at our discretion if: (a) you violate any provision of these Terms or engage in illegal or improper use of the Service; (b) your payment of fees is delinquent and not cured within a reasonable period; or (c) we decide to discontinue the Service entirely. In most cases and when feasible, we will provide notice to you (e.g., via email) if we suspend or terminate your account. However, if we determine that your actions endanger the platform or other users, we may suspend your access immediately without notice.

Effect of Termination: Upon any termination of these Terms or your account, your right to use the Service will cease. DockOps will generally disable access to your account at the end of the subscription term or the termination effective date. After termination, we have no obligation to maintain or provide your data, except as required by law. We recommend that you export or download any important data before canceling or termination. Any provisions of these Terms that

by their nature should survive termination (such as indemnification, limitation of liability, payment obligations for unpaid fees, and governing law) shall survive.

Governing Law and Dispute Resolution

These Terms and any dispute arising out of or related to the Service or your use of the Service shall be governed by and construed in accordance with the laws of the State of California, USA, **without regard to its conflict of law principles**. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

Jurisdiction and Venue: You agree that any legal action or proceeding arising under these Terms shall be brought exclusively in the federal or state courts located in the State of California, and you consent to the personal jurisdiction of such courts. You waive any objections to venue in those courts.

Injunctive Relief: Notwithstanding the above, you agree that DockOps may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property or confidential information.

Changes to these Terms

DockOps may update or modify these Terms from time to time. If we make material changes, we will provide you with notice, such as by sending an email to the address associated with your account or by prominently posting a notice within the Service. Updated Terms will be effective as of the date specified in the notice or the posted policy. **By continuing to use DockOps after any changes come into effect, you agree to be bound by the revised Terms.** If you do not agree with the changes, you must stop using the Service and, if applicable, cancel your subscription.

We encourage you to review these Terms periodically to stay informed about your obligations and rights.

Miscellaneous

No Waiver: If DockOps fails to enforce any right or provision of these Terms, it does not mean we waive our right to enforce it in the future. A waiver of compliance in one instance does not mean that we will waive compliance in other instances.

Severability: If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions of these Terms will remain in full force and effect.

Entire Agreement: These Terms (along with any applicable order forms or subscription agreements and the Privacy Policy) constitute the entire agreement between you and DockOps

regarding your use of the Service, and supersede all prior or contemporaneous communications, understandings, or agreements, whether written or oral, related to the subject matter herein.

Assignment: You may not assign or transfer these Terms or your rights or obligations under them without our prior written consent. We may assign these Terms (in whole or in part) as part of a merger, acquisition, sale of business or assets, or by operation of law, or any other transaction involving the transfer of all or part of DockOps's business.

No Third-Party Beneficiaries: These Terms are solely for the benefit of you and DockOps. They are not intended to confer any rights on any other person or entity, except for permitted successors or assigns.

Contact Us: If you have any questions or concerns about these Terms or the Service, please contact DockOps at tech@dockoperations.com