

# Terms of Service

These Terms of Service and/or Agreement govern the client's use of all services provided by *JO & RO Consulting LLC*, dba **Quickadminsoftware**, including all subdomains and/or sites owned and operated by *JO & RO Consulting LLC*, are managed by ***www.quickadminsoftware.com*** and ***www.quickadmin.app***.

By accessing, using or registering as a user and/or subscriber of any of the Services, you enter into a legally binding agreement with the Company based on the terms of this Agreement. As such, Customer agrees that it has read, understands, and agrees to be bound by the Agreement and all terms, policies and guidelines incorporated into the Agreement, including the Privacy Policy. If Customer does not agree to the terms of this Agreement, Customer is not permitted to use any of the Services.

The Company may update this Agreement without prior notice, when required by us, and the Customer will have 30 days to reject the updated terms by written notification to the Company, via the email address [support@quickadminsoftware.com](mailto:support@quickadminsoftware.com). If Customer continues to use or receive the Service after such period, the updated Agreement will be deemed accepted.

## 1. SOFTWARE/SERVICE.

**1.1 Rights of use:** The access that the Company grants to the Client as part of the Service includes all **Quickadminsoftware** services, including all subdomains and/or sites that are owned and managed by **Quickadminsoftware**, as long as they are contained in the plan contracted by the client. As well as any program updates are considered part of the Service.

**1.2. Accounts:** Access or use of certain portions and features of the Service may require Customer to create an account ("Account"). The Client declares that all information provided by him is current, accurate, complete and not misleading. The Client further represents that it will maintain and update all information provided by it to ensure accuracy in a prompt and timely manner. Customer is entirely responsible for maintaining the confidentiality and security of its account(s), including Customer's password.

Accounts are not transferable. Customer agrees to immediately notify Company if Customer becomes aware of or suspects any unauthorized use of Customer's accounts, including any unauthorized access or attempted access. Customer is responsible for all activities that occur under their account(s). Additionally, Customer is the primary account holder and is responsible for all charges made by additional users added to the accounts.

**1.3. Use Restrictions:** By accessing or using the Service, Customer will NOT: (a) resell, rent, lease, sublicense, distribute, publish, transmit, transfer, assign or otherwise provide such access or use to any third party in any media; (b) design specifications, reverse engineer, reverse compile, disassemble or create derivative works based on the Service; (c) apply systems to extract or modify information on the Service using technology or methods such as those commonly referred to as "web scraping", "data scraping" or "screen scraping"; (d) intentionally input or post through or on the Service any content that is unlawful, threatening, harmful, lewd, offensive or defamatory or that infringes the

intellectual property rights, privacy rights or publicity rights of others, (e ) store data on the Service that is governed by jurisdictionally applicable regulations in the European Economic Area, the United Kingdom and/or Switzerland (collectively, the "Designated Countries") and in the Americas (f) input or transmit through or to the Service any virus, worm, Trojan horse or other mechanism that may damage or impair the operation of the Service or grant unauthorized access to it; (g) use or access the Service for the purpose of monitoring the availability, performance or functionality of the Service or for any other benchmarking or competitive purposes; or (h) cause, assist, enable or permit any third party (including an end user) to do any of the foregoing; (i) use the Service to compete with the Company in any way; or (j) allow any third party to use or access the Service other than Customer's direct employees or contractors acting on its behalf.

**1.4. Maintenance:** Customer agrees that Company may install software updates, bug fixes and software enhancements to the Service as it deems necessary from time to time. All such updates, bug fixes and improvements shall be deemed part of the Service for purposes of this Agreement.

**1.5. Applicable Laws:** Customer's access and use of the Service is subject to all applicable international, federal, state and local laws and regulations. Customer may not use the Service or any information or Customer Content in violation of or to violate any law, rule or regulation. Compliance with applicable laws in the use of the service is the responsibility of the Client.

**1.6. Suspension of Service:** The Company has the right to immediately suspend the Service, either: (a) to prevent damage or degradation of the Service or unauthorized or non-conforming use or (b) for operational reasons such as repair, maintenance or improvement or due to any emergency, or (c) if, after notice from the Company, the Customer has failed to pay any amounts due. In the case of (a) or (b), the Company will notify the Customer in advance if reasonable and will ensure that the Service is restored as soon as possible after the event giving rise to the suspension has been resolved to its satisfaction, reasonable of the Company.

## **2. DATA LICENSES**

**2.1. Customer Content:** As between the Company and the Customer, all title and intellectual property rights in and to all electronic data or information sent to and stored on the Service that are owned by the Customer ("Customer Content") are the property of the Customer. Customer acknowledges and agrees that, in connection with the provision of the Service, Company may store and maintain Customer Content for a period of time consistent with Company's standard business processes for the Service. Upon expiration or termination of the Agreement or a Customer account, if applicable, the Company may deactivate the applicable Customer account(s) and delete any data it contains. Customer grants Company the right to host, use, process, display and transmit Customer Content to provide the Service in accordance with this Agreement and the applicable Order Form. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of the Customer Content, and for obtaining all rights related to the Customer Content required by the Company to perform the Service.

**2.2. Aggregated Data:** Customer agrees that, subject to Company's confidentiality obligations in this Agreement, Company may: (a) capture data about Customer's and its end users' use of the Service, (b) compile metrics and data included in the Customer Content, and (c) aggregate and analyze any metrics and data collected in accordance with the subsections (a) and/or (b), collectively, the Aggregated Data. Customer agrees that Company may use, reproduce, distribute and prepare derivative works of Customer Content, solely as incorporated into the Aggregated Data, provided that under no circumstances will Company use the Aggregated Data in a manner that identifies Customer or its users, as the source of the data.

**2.3. Invoice service and payment service policy:** The transactions carried out between the Client and the people who make the payments are the sole and exclusive responsibility of them.

**2.4. Third Party Services:** Third party technology and services (Third Party Services) may be linked to or integrated with the Service. Customer should contact the service administrator or webmaster of the Third Party Services if Customer has concerns regarding such Third Party Services. **Quickadminsoftware** is not responsible for and has no control over the content of any Third Party Services and makes no representations regarding the content or accuracy of any materials on such Third Party Services. Any dealings that the Customer has with third parties encountered while using the Service are between the Customer and the third party, and the Customer agrees that the Company is not responsible for any loss or claim that the Customer may have against such third party. Customer represents and warrants that it accepts and will not violate the applicable terms and conditions of any Third Party Service.

***Company is not responsible for the accuracy, availability or reliability of any information, content, products, data, opinions, advice or statements available in connection with any third party services. As such, the company shall not be liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on such third-party services. Except as expressly permitted in this Agreement or as otherwise agreed to in writing by the Company, Customer is prohibited from linking to the Service, framing all or part of the Service, and extracting data from the Service. The company reserves the right to disable any unauthorized links or frames.***

### **3. INTELLECTUAL PROPERTY**

**3.1. Proprietary Rights:** The intellectual property of the Company, including, without limitation, the Service, its trademarks and copyrights, and excluding any Customer Content contained therein, and any modifications thereto, is and will remain the exclusive property of the Company and its licensors. No licenses or rights are granted to Customer, except for the limited rights expressly granted in this Agreement.

**3.2. Suggestions:** The Client accepts that the suggestions, advice, comments or criticism provided to the Company related to the Service it provides, can be used by the Company freely and without restrictions, therefore it is understood that the Client may not claim any interest, ownership or royalty on the intellectual property of the Company.

### **4. PAYMENT**

Customer agrees to pay Company the subscription fees and any other applicable fees for the subscription Customer selected as specified on Company's website during the subscription plan process. All subscription fees will be automatically billed to Customer's credit card, debit card or other payment method. Customer hereby authorizes all such charges. Fees are charged in advance on a monthly or annual basis depending on the type of subscription plan Customer selects when purchasing a subscription. In the event that Customer fails to pay any amount when due, Company may immediately suspend or terminate this Agreement and Customer's access to the Service. If overdue payments are not received, in addition to all other remedies that may be available: (a) Company may charge, and Customer agrees to pay, a late payment fee equal to the maximum amount permitted by law, and (b ) Customer will reimburse Company for all reasonable costs incurred by Company in collecting any late payment or interest, including attorneys' fees, court costs and fees incurred for collection.

All fees are non-cancelable and non-refundable throughout the Term. There will be no refunds or credits for partial use of the Service, refunds for upgrades/downgrades, or refunds for unused months with an active account. Customer is responsible for all Fees for any renewal related to Customer's Account until such time as Customer's Account or these terms are terminated as specified herein. The Company reserves the right to modify any established rate upon prior notice to the Client.

## **5. TERM AND TERMINATION.**

**5.1. Term:** This Agreement will be effective as of the indicated subscription plan order date ("Effective Date") and will remain in effect until: (a) the term of the subscription plan expires or (b) the Company terminate as permitted by this Agreement.

**5.2. Termination:** The Company may terminate this Agreement and/or any subscription plan, at any time, with or without cause.

**5.3. Effects of Termination:** Upon expiration or termination of this Agreement for any reason, (a) Customer will immediately cease use of the Service, (b) upon request, each party will return or destroy all Confidential Information of the other party, provided that each party can keep it. You may only retain one copy of the other party's Confidential Information as necessary to comply with applicable law or its records retention or archiving policies or practices (and such retained Confidential Information will remain subject to the nondisclosure obligations herein). Agreement) and (c) any unpaid payments, undisputed amounts due upon termination will be immediately due and payable.

**5.4. Survival:** Any provision of this Agreement that is expressly or impliedly intended to survive its termination or expiration shall survive and continue to bind the parties, including, without limitation, provisions relating to confidentiality, representations and warranties, indemnity, limitations of liability, intellectual property, and Customer's payment obligations under this Agreement.

## **6. CONFIDENTIAL INFORMATION**

**6.1. Confidential Information:** Refers to any information disclosed by one party to another, whether orally or in writing, that is designated as confidential or that the receiving

party should reasonably understand to be confidential, regardless of whether the disclosing party has not designated it as confidential. as such. Confidential Information may include information that is proprietary to a third party and is disclosed by one party to another pursuant to this Agreement. The Service, all features and functions thereof, and related product pricing and plans shall be the Confidential Information of the Company.

**6.2. Non-disclosure:** Each party agrees to maintain the confidentiality of the other party's Confidential Information with the same security and measures that it uses to protect its own Confidential Information of a similar nature (but in no case less than reasonable measures and security) and not to use such Confidential Information. Except as necessary to comply with your legal obligations or exercise your rights under this Agreement.

The receiving party may disclose Confidential Information of the disclosing party to those employees, officers, directors, agents, affiliates, consultants, users and suppliers who need to know such Confidential Information in order to carry out the activities contemplated by this Agreement. Such party will be responsible for any misuse or disclosure of the disclosing party's Confidential Information by such parties. The receiving party will not disclose or facilitate the disclosure of Confidential Information of the disclosing party to any third party.

The restrictions in this Section will continue until such time as the information is covered by an exclusion set forth below.

**6.3. Exclusions:** The receiving party will have no obligation under this Section with respect to information provided by the disclosing party that: (a) is or becomes generally available to the public, except as a result of a breach of this Agreement by the disclosing party. receiving party, (b) is or becomes available to the receiving party from a source other than the disclosing party, provided that the receiving party is not aware that such source is subject to an obligation of confidentiality to the disclosing party with With respect to such information, (c) was in the receiving party's possession prior to its disclosure by the disclosing party, or (d) is independently developed by the receiving party without reference to the Confidential Information. Additionally, either party may disclose Confidential Information (i) as required by any court or other governmental body or as required by law, or (ii) as necessary for the performance of this Agreement or its rights hereunder.

## **7. DISCLAIMER**

The company does not warrant that the service will be error-free or uninterrupted, that it will correct all errors, or that the service will meet any customer requirements or expectations. The company is not responsible for any issues related to service performance, operations or security arising from customer content or third-party applications or services provided by third parties.

## **8. LIMITATION OF LIABILITY**

In no event will the company or its affiliates be liable for any indirect, consequential, incidental, special, punitive or exemplary damages of any kind or nature arising from this agreement or the service, including, without limitation, any costs to cover the acquisition of substitute goods or services (which the parties agree will not be considered direct damages), or any loss of revenue, profits, sales, data, data use, goodwill or reputation.

The maximum liability of the company arising from or related to the service or this agreement will be limited to the amount of fees that the customer has paid to the company in the month prior to the event giving rise to such liability.

## **9. EXCLUSIONS**

As set forth above, some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the above limitations may not apply to Customer. Jurisdictional laws may apply to certain products and services provided.

## **10. ADVERTISING**

Customer hereby consents to Company identifying Customer as a customer by name and logo in Company promotional materials, subject to Customer's right to revoke such consent in writing at any time. Following such revocation, the Company will have 30 days to process the Customer's request.

## **11. ASSIGNMENT**

Customer may not assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the Company. Subject to the foregoing, this Agreement will inure to the benefit of, be binding upon and enforceable against each party hereto and their respective successors and assigns.

## **12. NOTICES**

Any notice required under this Agreement will be provided to the other party in writing. If the Client wishes to notify the Company, it must send the notice by email to the address: [support@quickadminsoftware.com](mailto:support@quickadminsoftware.com)

The Company will send notices to one or more contacts registered by the Client. Notices from the Company may be provided within the Service, which do not constitute a breach of this Agreement.

## **13. ATTORNEY FEES**

In the event that any procedure or lawsuit is initiated in relation to this Agreement, the winning party in said procedure will be entitled to receive the procedural costs, as well as any other expenses incurred in connection with the process.

## **14. RELATIONSHIP OF THE PARTIES**

This Agreement does not create any joint venture, partnership, agency or employment relationship between the parties.

## **15. THERE ARE NO THIRD PARTY BENEFICIARIES**

This Agreement is entered into for the exclusive benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature.

## **16. EQUITABLE REPARATIONS**

Each party acknowledges and agrees that: (a) a breach or threatened breach by such party may result in irreparable harm to the other party for which monetary damages may not be an adequate remedy; and (b) if there is a breach or threatened breach by such party, the other party, in addition to any and all other rights and remedies that may be available to such other party at law, equity or Otherwise with respect to such breach, you shall have the right to seek equitable relief that may be available in a court of competent jurisdiction.

#### **17. FORCE MAJEURE**

Neither party shall be liable under this Agreement for any failure or delay in the performance of its obligations (except the payment of money) due to strikes, shortages, riots, insurrections, fires, floods, storms, explosions, acts of God, war, government action, labor conditions, earthquakes, shortages of materials or any other cause beyond the reasonable control of such party.

#### **18. LIMITATION OF CLAIMS**

The Client may not initiate any legal proceeding, regardless of its form, arising under or related to this Agreement, without first exhausting the avenue of mediation and conciliation with the Company. Except when the jurisdictionally applicable law allows it.

#### **19. COMPLIANCE WITH LAWS AND OBLIGATIONS**

Customer must comply with jurisdictionally applicable laws and regulations governing use of the Service, including technical data and any Service deliverables provided under this Agreement. Therefore the Client agrees to comply with all laws and regulations. The Client is responsible for its compliance.

#### **20. APPLICABLE LAW AND JURISDICTION**

This Agreement shall be governed and construed in all respects in accordance with jurisdictionally applicable laws and regulations.

#### **21. SEVERABILITY, WAIVER AND AMENDMENT**

If any provision of this Agreement is found to be unenforceable or invalid by a court of competent jurisdiction, such provision will be changed and interpreted to best accomplish the objectives of the original provision to the maximum extent permitted by law, and the remaining provisions will remain in full force and effect. and effect.

No waiver of any term or right in this Agreement will be effective unless made in writing and signed by an authorized representative of the waiving party. Any waiver or breach of any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Except to the extent expressly provided otherwise in this Agreement, this Agreement may only be modified in writing signed by both parties.

#### **22. PRIVACY**

Any personal information collected during Customer's use of the Service will be governed by the Company's Privacy Policy.

### **23. CONTACT US**

If Customer has any questions about these terms, please contact:

[support@quickadminsoftware.com](mailto:support@quickadminsoftware.com)