

SaaS Application Terms and Conditions

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the Cloud Web Application (the "Service") operated by Symtrax Corporation ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

Communications

By creating an Account on our service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set on an annual basis.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Symtrax Corporation cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting Symtrax Corporation customer support team.

A valid payment method, including credit card or online money transfer, is required to process the payment for your Subscription. You shall provide Symtrax Corporation with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize Symtrax Corporation to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, Symtrax Corporation will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

At our own discretion, we may allow a grace period to continue to run the service till this due date. Service will be terminated if no payment is received by then.

Free Trial

Symtrax Corporation may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial").

You may be required to enter your billing information in order to sign up for the Free Trial.

If you do enter your billing information when signing up for the Free Trial, you will not be charged by Symtrax Corporation until the Free Trial has expired. On the last day of the Free Trial period, unless you cancelled

your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, Symtrax Corporation reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

Fee Changes

Symtrax Corporation will increase Subscription fees on each Billing Cycle proportionally to the United States Consumer Price Index ("CPI"), increase over the previous Billing Cycle. Negative variation, if any, will not be considered. The reference month is the month before last preceding Billing Cycle.

Symtrax Corporation, in its sole discretion and at any time upon 90 days written notice, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

Refunds

Except when required by law, paid Subscription fees are non-refundable.

Content

Symtrax Corporation hereby grants you a non-exclusive license to use the Service by means of a Web Browser or our Robotic Process Automation module connected to the Service with a valid license. Access to the Service is granted for your internal business purposes in accordance with the documentation during the Term.

The Service may only be used by your officers, employees, agents and subcontractors.

The Service allows you to post, link, store, share and otherwise make available certain information, text, commercial documents, or other material ("Content"). You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness.

Symtrax Corporation shall use all reasonable endeavors to maintain the availability of hosted Services to you but does not guarantee 100% availability. Downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement: (i) a Force Majeure Event; (ii) a fault or failure of the internet or any public telecommunications network; (iii) scheduled maintenance carried out in accordance with this Agreement.

Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the license granted to you is subject to the following prohibitions; You must not:

1. sub-license your right to access and use the Hosted Services;
2. permit any unauthorized person to access or use the Hosted Services;
3. use the Hosted Services to provide services to third parties;
4. republish or redistribute any content or material from the Hosted Services;

5. conduct or request that any other person conduct any load testing or penetration testing on the Platform or Hosted Services without our prior written consent.

By posting Content on or through the Service, You represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post or display on or through the Hosted Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third-party posts on or through the Hosted Service. However, by posting Content using the Hosted Service you grant us the right and license to use, modify, perform, display, reproduce, and distribute such Content on and through the Hosted Service.

Symtrax Corporation has the right but not the obligation to monitor and edit all Content provided by users.

Accounts

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Symtrax Corporation and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Symtrax Corporation.

Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by Symtrax Corporation

Symtrax Corporation has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Symtrax Corporation shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

You agree to defend, indemnify and hold harmless Symtrax Corporation and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.

Limitation Of Liability

In no event shall Symtrax Corporation, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

The aggregate liability of each party to the other party under this agreement in respect of any event or series of related events shall not exceed the total amount of subscriptions fees paid and payable by you under this agreement in the 12-month period preceding the commencement of the event or events.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, compliance with norms or regulations, non-infringement or course of performance.

Symtrax Corporation its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

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

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

General

No breach of any provision of this agreement shall be waived except with the express written consent of the party not in breach.

If any provision of this agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of these Terms will continue in effect.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Contact Us

If you have any questions about these Terms, please contact us.

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