

Vtiger Terms of Service – Pre May 18, 2018

THIS IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (hereinafter “You” or “Your”) AND Vtiger Systems (India) Private Limited (hereinafter “Vtiger”) GOVERNING YOUR USE OF Vtiger On Demand software services. This Agreement consists of the following terms and conditions (hereinafter the “Terms”).

Acceptance of the Terms

You must be of legal age to enter into a binding agreement in order to accept the Terms. If you do not agree to the Terms, do not use any of our Services. You can accept the Terms by checking a checkbox or clicking on a button indicating your acceptance of the terms, or by actually using our Services. Employees or affiliates of businesses offering services that directly compete with any of Vtiger’s services are expressly prohibited from accessing any Vtiger Services for competitive research or related activities

Description of Service

Vtiger CRM On Demand service (“Service” or “Services”) provides customer relationship management application for businesses. The application enables businesses to manage Contacts, Accounts, Campaigns, Sales pipeline, Projects, Inventory, and includes a host of features such as Dashboards, Reports, Access Control, ..etc.. You may use the Services for your personal and business use or for internal business purpose in the organization that you represent. You may connect to the Services using any Internet browser or mobile operating system supported by the Services. You are responsible for obtaining access to the Internet and the equipments necessary to use the Services. You can create and edit content with your user account and if you choose to do so, you can publish and share such content via the customer portal

Subscription to Free Trial

We offer new clients a license to try our product for free (“Trial”) for a limited period of time. You are under no obligation to acquire a subscription to use any paid Service as a result of your subscription to Trial.

Subscription to Beta Services

We may offer certain Services as closed or open beta services (“Beta Service” or “Beta Services”) for the purpose of testing and evaluation. You agree that we have the sole authority and discretion to determine the period of time for testing and evaluation of Beta Services. We will be the sole judge of the success of such testing and the decision, if any, to offer the Beta Services as commercial services. You will be under no obligation to acquire a subscription to use any paid Service as a result of your subscription to any Beta Service. We reserve the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to you. You agree that Vtiger will not be liable to you or to any third party for any harm related to, arising out of, or caused by the modification, suspension or discontinuance of any of the Beta Services for any reason.

Provision of Purchased Services

We shall make the Purchased Services available to You pursuant to this Terms of Service and the relevant Order Forms during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

Paid user Subscriptions

Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the

additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

Modification of Terms of Service

We may modify the Terms upon notice to you at any time. You will be provided notice of any such modification by electronic mail or by publishing the changes on the website [terms-of-service](#). You may terminate your use of the Services if the Terms are modified in a manner that substantially affects your rights in connection with use of the Services. Your continued use of the Service after notice of any change to the Terms will be deemed to be your agreement to the amended Terms.

User Sign up Obligations

You need to sign up for a user account by providing all required information in order to access or use the Services. If you represent an organization and wish to use the Services for corporate internal use, we recommend that you, and all other users from your organization, sign up for user accounts by providing your corporate contact information. In particular, we recommend that you use your corporate email address. You agree to: a) provide true, accurate, current and complete information about yourself as prompted by the sign up process; and b) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if Vtiger has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, Vtiger may terminate your user account and refuse current or future use of any or all of the Services.

Personal Information and Privacy

Personal information you provide to Vtiger through the Service is governed by Vtiger CRM On Demand Privacy Policy. Your election to use the Service indicates

your acceptance of the terms of the Vtiger CRM On Demand Privacy Policy. You are responsible for maintaining confidentiality of your username, password and other sensitive information. You are responsible for all activities that occur in your user account and you agree to inform us immediately of any unauthorized use of your user account by email to od-accounts@vtiger.com This e-mail address is being protected from spambots. You need JavaScript enabled to view it or by calling us on any of the numbers listed on our contact page. We are not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise.

Communications from Vtiger

The Service may include certain communications from Vtiger, such as service announcements, administrative messages and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide you total privacy, we also provide you the option of opting out from receiving newsletters from us. However, you will not be able to opt-out from receiving service announcements and administrative messages

Referral Programs

Vtiger may make available, at its discretion, participation in referral programs that reward participants for referring clients to Vtiger. By participating in these programs, you agree to keep confidential all program related materials, terms, details, and agreements, except where expressly granted by Vtiger. Additionally, any referral links provided by Vtiger for the purposes of this program may not be passed through any tools that shorten, modify, or track links in any way. Links may additionally not be transferred, sold, or made available to the general public unless expressly permitted by Vtiger. If users are found to have engaged in behavior that violates these terms, Vtiger may rescind access to the referral program, and revoke all rewards earned through the program.

Fees, Payments, Cancellations, & Refunds

After your free trial period ends, and at the end of each Vtiger CRM On Demand subscription period, subscriptions are automatically renewed and billed to the credit card entered in the Vtiger CRM On Demand Billing section. We reserve the right to modify subscription fees and to charge for the use of Services that are currently available free of charge

Cancellations

You can discontinue this subscription at any time through the aforementioned Billing section. Cancellations that are made prior to the end of any subscription period will stop the automatic renewal of your Vtiger CRM On Demand subscription at the end of the subscription period. Your account will remain active until the end of the subscription period that has already been paid for. You will not be charged for using any Service unless you have opted-in for a paid subscription plan

Refunds

For payments towards future periods, if refund request is made within 10 days of payment, Vtiger will offer a full refund. For payments made for past periods, refunds will not be issued. Payments towards migration services, kickstart services, training service fees are non-refundable after the service has started

Payment Retries and Account Suspension

If Vtiger is not able to process payment for an invoice, Vtiger will retry for the next 14 days. If payment is not received within 14 days, Vtiger will put the account in suspended state, for the next 15 days. To re-activate your account, you can simply pay outstanding invoice(s). If your account has not been activated within 75 days of suspension, your instance will be deleted. An archive will be available for another 30 days.

Restoration Fee

If your account has been closed and if any archive is available, to restore from archive, a \$75 account restoration fee will apply in addition to any unpaid invoices.

Payment Disputes

Vtiger will review and respond to payment disputes submitted to billing@vtiger.com address

Restrictions on Use

In addition to all other terms and conditions of this Agreement, you shall not: (i) transfer or otherwise make available to any third party the Services; (ii) provide any service based on the Services without prior written permission; (iii) use the third party links to sites without agreeing to their website terms & conditions; (iv) post links to third party sites or use their logo, company name, etc. without their prior written permission; or (v) use the Services for spamming and other illegal purposes.

Spamming and Illegal Activities

You agree to be solely responsible for the contents of your transmissions through the Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses, or that which infringes or may infringe intellectual property or other rights of another. You agree not to use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. We reserve the right to terminate your access to the Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorized activity.

Treatment of Trial Accounts After the Trial Period is Over

If a paid subscription is not created within 7 days after your trial is completed, we reserve the right to delete the trial account and all associated trial data at or beyond the 7 day mark

Data in Paid Accounts That Are Cancelled or With Payment Overdue

If for any reason we are unable to successfully bill your preferred payment method, we reserve the right to suspend access to your account within 15 days of the failed billing attempt, and to delete your account, users, and all associated data within 90 days of the first failed billing attempt.

Data in Forever Free Accounts That Are Inactive for 60 days

If you don't login to your account for 60 days or more, we reserve the right to treat your account as "inactive" and permanently delete your account and all data associated with it.

Data Ownership

We respect your right to ownership of content created or stored by you. You own the content created or stored by you. Unless specifically permitted by you, your use of the Services does not grant Vtiger or any of its partners the license to use, reproduce, adapt, modify, publish or distribute the content created by you or stored in your user account for Vtiger's commercial, marketing or any similar purpose. But you grant Vtiger permission to access, copy, store, reformat, the content of your user account solely as required for the purpose of providing the Services to you.

Use of Extensions

When you enable a Vtiger extension that copies, modifies or displays your data, when it can be reasonably inferred by you that this extension requires Vtiger to access, copy, distribute, store, transmit, or reformat your data in order to perform the function enabled by the extension, you grant Vtiger rights to do so in order to provide you with the added functionality.

When you enable a Vtiger extension that connects to a third-party application or service, you acknowledge that you agree to the third party's terms of service, and grant Vtiger permission to access, copy, reformat, transmit, and to make available to the third party in question, any data required by said third party to render

services to you. You further indemnify Vtiger of any liability associated with the third-party's access to, and use of data provided to it on your behalf.

User Generated Content

You may transmit or publish content created by you using our Services. However, you shall be solely responsible for such content and the consequences of its transmission or publication. You are responsible for ensuring that you do not accidentally make any private content publicly available. In the course of using the Services, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrightable content available on any of the Services you affirm that you have the consent, authorization or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that Vtiger will have the right to block access to or remove such content made available by you, if Vtiger receives complaints concerning any illegality or infringement of third party rights in such content. By using any of the Services and transmitting or publishing any content using such Service, you expressly consent to determination of questions of illegality or infringement of third party rights in such content by the agent designated by Vtiger for this purpose.

If you wish to file a complaint, regarding the violation of copyrights, you can send an email to legal@vtiger.com This e-mail address is being protected from spambots. You need JavaScript enabled to view it.

Sample files and Applications

Vtiger may provide sample data and files for the purpose of demonstrating the possibility of using the Services effectively for specific purposes. The information contained in any such sample files and applications consists of random data.

Vtiger makes no warranty, either express or implied, as to the accuracy, usefulness, completeness or reliability of the information or the sample files and applications.

Trademark

Vtiger, Vtiger logo, Vtiger CRM On Demand and Vtiger CRM On Demand logo are trademarks of Vtiger Systems (India) Private Limited. You agree not to display or use, in any manner, the Vtiger trademarks, without Vtiger's prior permission.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS. Vtiger EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Vtiger MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR VIRUS FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM Vtiger, ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS

Limitation of Liability

YOU AGREE THAT Vtiger SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF Vtiger HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH Vtiger RELATED TO ANY OF THE SERVICES SHALL BE TERMINATION OF SUCH SERVICE. IN NO EVENT SHALL Vtiger's ENTIRE LIABILITY TO YOU IN RESPECT OF ANY

SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE

Indemnification

You agree to indemnify and hold harmless Vtiger, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to your use of the Services, except where such use is authorized by Vtiger.

Arbitration

Any controversy or claim arising out of or relating to the Terms shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in California and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, Vtiger may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

Suspension and Termination

We may suspend your user account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity or requests by law enforcement or other government agencies.

Objections to suspension or disabling of user accounts should be made to legal@vtiger.com This e-mail address is being protected from spambots. You need JavaScript enabled to view it within thirty days of being notified about the suspension. We may terminate a suspended or disabled user account after thirty days. We will also terminate your user account on your request. In addition, we reserve the right to terminate your user account and deny the Services upon

reasonable belief that you have violated the Terms and to terminate your access to any Beta Service in case of unexpected technical issues or discontinuation of the Beta Service. Termination of user account will include denial of access to all Services, deletion of information in your user account such as your e-mail address and password and deletion of all data in your user account.

End of Terms of Service

If you have any questions or concerns regarding this agreement, please contact us at legal@vtiger.com This e-mail address is being protected from spambots. You need JavaScript enabled to view it.