

Terms of Service

By signing up for the Erpsync service (“Service”) or any of the services of Erpsync Inc. (“Erpsync”) you are agreeing to be bound by the following terms and conditions (“Terms of Service”). Any new features or tools that are added to the current Service shall be also subject to the Terms of Service. Erpsync reserves the right to update and change the Terms of Service by posting updates and changes to the Erpsync website. You are advised to check the Terms of Service from time to time for any updates or changes that may impact you.

SECTION 1

Account Terms

1. You must be 18 years or older to use this Service.
2. You must provide your full legal name, current address, a valid email address, and any other information needed in order to complete the signup process.
3. You are responsible for keeping your password secure. Erpsync cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password.
4. You may not use the Erpsync service for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws) as well as the laws of Australia.
5. You are responsible for all activity and content (data, graphics, photos, links) that is uploaded under your Erpsync account.
6. You must not transmit any worms or viruses or any code of a destructive nature.
7. A breach or violation of any of the Account Terms as determined in the sole discretion of Erpsync will result in an immediate termination of your services.

SECTION 2

General Conditions

You must read, agree with and accept all of the terms and conditions contained in this User Agreement and the [Privacy Policy](#) before you may become a member of Erpsync.

1. Technical support is only provided to paying account holders and is only available via email.
2. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Erpsync.
3. You shall not purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use Erpsync or Erpsync trademarks and/or variations and misspellings thereof
4. You understand that your Content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit Card information is always encrypted during transfer over networks.

SECTION 3

Erpsync Rights

1. We reserve the right to modify or terminate the Service for any reason, without notice at any time.
2. We reserve the right to refuse service to anyone for any reason at any time.
3. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
4. Verbal or written abuse of any kind (including threats of abuse or retribution) of any Erpsync customer, Erpsync employee, member, or officer will result in immediate account termination.
5. Erpsync does not pre-screen Content and it is in their sole discretion to refuse or remove any Content that is available via the Service.
6. We reserve the right to provide our services to your competitors and make no promise of exclusivity in any particular market segment. You further acknowledge and agree that Erpsync employees and contractors may also be Erpsync customers/merchants and that they may compete with you, although they may not use your confidential information in doing so.

SECTION 4

Limitation of Liability

1. You expressly understand and agree that Erpsync shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of or inability to use the service.
2. In no event shall Erpsync or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our site, our services or this agreement (however arising including negligence). You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, Erpsync partners, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.
3. Your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis without any warranty or condition, express, implied or statutory.
4. Erpsync does not warrant that the service will be uninterrupted, timely, secure, or error-free.
5. Erpsync does not warrant that the results that may be obtained from the use of the service will be accurate or reliable.
6. Erpsync does not warrant that the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, or that any errors in the Service will be corrected.

SECTION 5

Waiver and Complete Agreement

The failure of Erpsync to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Erpsync and govern your use of the Service, superseding any prior agreements between you and Erpsync (including, but not limited to, any prior versions of the Terms of Service).

SECTION 6

Intellectual Property and Customer Content

1. We do not claim any intellectual property rights over the material you provide to the Erpsync service. All material you upload remains yours. You can remove your Erpsync store at any time by deleting your account. This will also remove all content you have stored on the Service.
2. By uploading images and item description content to Erpsync, you agree to allow other internet users to view them and you agree to allow Erpsync to display and store them and you agree that Erpsync can, at any time, review all the content submitted by you to its Service.
3. You retain ownership over all content that you submit to Erpsync store however, by making your store public, you agree to allow others to view your content.
4. We will not disclose your confidential information to third parties, except as required in the course of providing our services. Confidential information includes any materials or information provided by you to us which is not publicly known. Confidential information does not include information that: (i) was in the public domain at the time we received it, (ii) comes into the public domain after we received it through no fault of ours, (iii) we received from someone other than you without breach of our or their confidentiality obligations, or (iv) we are required by law to disclose.

SECTION 7

Theme Store

1. You may modify the Erpsync default Theme to suit your store. Erpsync may add or modify the footer that refers to Erpsync at its discretion. Erpsync may modify the Erpsync default Theme to reflect technical changes and updates as required.
2. You can add as many Themes as you want by hiring graphic designers to create those themes. Erpsync cannot modify such themes as there are owned by either you or your designer. These themes are therefore referred to as Theme in this context
3. The intellectual property rights of the Theme remain the property of the designer or your agreement with the designer.
4. Technical support for a Theme is the responsibility of the designer, and Erpsync accepts no responsibility to provide such support.
5. It is the responsibility of the user, and not Erpsync, to ensure that the installation of a new theme does not overwrite or damage the current or pre-existing theme, or UI, of the user.

SECTION 8

Payment of Fees

1. A valid credit card is required for accounts able to process orders using a live payment gateway. Accounts used for development purposes (unable to process orders using a live payment gateway) do not require a valid credit card.
2. The service will be billed in 30 day intervals. When your billing period is over Erpsync users will be sent an invoice via email. As well, an invoice will appear on the account page of your Erpsync administration console. Users have approximately two weeks to bring up and settle any issues with the billing.
3. All fees are exclusive of all federal, provincial, state or other governmental sales, goods and services, harmonized or other taxes, fees or charges now in force or enacted in the future ("Taxes"). If you are a resident of Australia, you are responsible for all applicable Taxes that arise from or as a result of your subscription to a Plan. These Taxes are based on the rates applicable to the Australian billing address you provided to us. Such amounts are in addition to payment for the Plan and will be billed to your credit card. If you are exempt from payment of such Taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such a certificate.
4. If you are not a resident of Australia and not subject to Australian Goods and Services Tax/Harmonized Sales Tax (GST/HST) in respect of the service, you

must provide us with a statement by email to accounting@erpsync.com that 1) you are not a resident of Australia 2) you are not GST/HST registered and 3) to the extent that you are an individual and not a corporation or other legal entity, you were not physically present in Australia when the service is made. The statement should also include your complete home and/or business location address. If you do not provide such information, you will be charged for Taxes on the Plan which will be billed to your credit card until after such time that you provide us with the information described to us.

5. To the extent that you are a non-resident individual and not a corporation or other legal entity, and your location of usage shifts to a place in Australia when the service is made, you must advise us immediately by email to the address provided above.
6. Erpsync does not provide refunds.

SECTION 9

Cancellation and Termination

1. You may cancel your account at anytime by emailing support@ersync.com and then following the specific instructions indicated to you in Erpsync's response.
2. Once cancellation is confirmed, all of your Content will be immediately deleted from the Service. Since deletion of all data is final please be sure that you do in fact want to cancel your account before doing so.
3. If you cancel the Service in the middle of the month, you will receive one final invoice via email. Once that invoice has been paid you will not be charged again.
4. We reserve the right to modify or terminate the Erpsync service for any reason, without notice at any time.
5. Fraud: Without limiting any other remedies, Erpsync may suspend or terminate your account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the Site.

SECTION 10

Modifications to the Service and Prices

1. Prices for using Erpsync are subject to change upon 30 days notice from Erpsync. Such notice may be provided at any time by posting the changes to the Erpsync Site (ersync.com) or the administration menu of your Erpsync store via an announcement.
2. Erpsync reserves the right at any time to time to modify or discontinue, the Service (or any part thereof) with or without notice.
3. Erpsync shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

SECTION 11

DMCA Notice and Takedown Procedure

1. Erpsync supports the protection of intellectual property and asks Erpsync merchants to do the same. It's our policy to respond to all notices of alleged copyright infringement.
2. If someone believes that one of our merchants is infringing their intellectual property rights, they can send a Digital Millennium Copyright Act ("DMCA") Notice to Erpsync's designated agent using our form.
3. Upon receiving a DMCA Notice, we may remove or disable access to the material claimed to be a copyright infringement.
4. Once provided with a notice of takedown, the merchant can reply with a counter notification using our form if they object to the complaint.
5. The original complainant has 14 business days after we receive a counter notification to seek a court order restraining the merchant from engaging in the infringing activity, otherwise we restore the material.