

Client Terms of Service for Viewpoint Dash

Last Updated: 10/09/2024

These Client Terms of Service (the "Agreement") govern your access to and use of Viewpoint Dash's custom dashboard and CRM system (the "Services"). By using our Services, you agree to comply with and be bound by these terms. If you do not agree with these terms, you should not use the Services.

1. Definitions

1.1 "Client" refers to the individual or entity that purchases or uses the Services provided by Viewpoint Dash.

1.2 "Services" refers to Viewpoint Dash's custom dashboard and CRM system, including all related services, features, and updates.

1.3 "User" refers to any individual who is authorized by the Client to use the Services.

1.4 "Data" refers to any information or content entered, uploaded, or stored by the Client or Users in the Services.

2. Provision of Services

2.1 Viewpoint Dash will provide the Services in accordance with this Agreement. The Client is responsible for ensuring that Users comply with these terms.

3. Access and Use of the Services

3.1 **License:** Subject to the terms of this Agreement, Viewpoint Dash grants the Client and its Users a limited, non-exclusive, non-transferable license to access and use the Services for their business purposes.

3.2 **Account Setup:** Clients are responsible for maintaining the confidentiality of their account credentials and ensuring that only authorized personnel access the Services.

3.3 **Restrictions:** Clients may not (i) reverse engineer, decompile, or disassemble the Services; (ii) use the Services for any unlawful purpose; or (iii) sell, resell, or lease the Services to any third party.

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4. Client Responsibilities

4.1 Data Accuracy: The Client is responsible for the accuracy, quality, and legality of all Data entered into the Services.

4.2 Compliance: The Client agrees to comply with all applicable laws and regulations when using the Services.

4.3 Third-Party Integrations: If the Client uses third-party applications or integrations in conjunction with the Services, Viewpoint Dash is not responsible for the functionality or security of such third-party applications.

5. Data Ownership and Rights

5.1 Ownership: The Client retains all rights, title, and interest in and to the Data. Viewpoint Dash will not use or disclose the Client's Data except as required to provide the Services or as permitted by law.

5.2 License to Data: The Client grants Viewpoint Dash a limited, non-exclusive license to use, store, and process Data as necessary to provide the Services.

6. Fees and Payment

6.1 Subscription Fees: The Client agrees to pay all applicable fees associated with the Services in accordance with the agreed-upon pricing and payment terms.

6.2 Billing Cycle: Fees for the Services will be invoiced on a [monthly/quarterly/annual] basis, depending on the Client's subscription plan.

6.3 Late Payments: Viewpoint Dash reserves the right to suspend or terminate access to the Services if the Client's account is overdue by more than [30] days.

7. Confidentiality

7.1 Both parties agree to keep confidential any proprietary or non-public information exchanged during the provision of Services. This includes, but is not limited to, client lists, financial data, business plans, and product designs.

8. Service Levels and Support

8.1 Service Availability: Viewpoint Dash will use commercially reasonable efforts to ensure that the Services are available 24/7, excluding scheduled maintenance or unforeseen technical issues.

8.2 Support: Viewpoint Dash will provide technical support for the Services as outlined in the support documentation or agreements between the parties.

9. Term and Termination

9.1 Term: This Agreement is effective from the date the Client begins using the Services and will continue until terminated by either party in accordance with this section.

9.2 Termination by Client: The Client may terminate the Services at any time by providing at least thirty (30) days' written notice to Viewpoint Dash. However, the Client will be required to pay off the remainder of any ongoing agreed contract period, regardless of the termination date.

9.3 Termination by Viewpoint Dash: Viewpoint Dash may terminate this Agreement if the Client breaches any material term of this Agreement and fails to cure the breach within thirty (30) days of receiving notice. Additionally, Viewpoint Dash reserves the right to terminate the Agreement with thirty (30) days' written notice for any reason, provided the Client has failed to meet contractual obligations.

9.4 Effect of Termination: Upon termination, the Client's access to the Services will be revoked. The Client may request a copy of its Data within thirty (30) days following the termination date. After this 30-day period, Viewpoint Dash reserves the right to permanently delete the Data from its systems, unless otherwise required by law.

9.5 Payment Obligations Upon Termination: In the event of termination by the Client, the Client agrees to pay all outstanding fees for the remainder of the ongoing agreed contract period, regardless of when termination occurs. No refunds or credits will be issued for early termination.

10. Intellectual Property

10.1 Ownership: Viewpoint Dash retains all rights, title, and interest in and to the Services, including any and all intellectual property rights. The Client's use of the Services does not grant any ownership or rights in Viewpoint Dash's intellectual property.

10.2 Feedback: Any feedback, suggestions, or improvements provided by the Client regarding the Services may be freely used by Viewpoint Dash without any obligation to the Client.

11. Warranties and Disclaimers

11.1 Services Warranty: Viewpoint Dash warrants that the Services will perform in substantial accordance with the applicable documentation. In the event of any breach of this warranty, the Client's sole remedy will be the re-performance of the affected Services.

11.2 Disclaimer of Warranties: Except as expressly provided in this Agreement, the Services are provided "as is" and "as available." Viewpoint Dash disclaims all other warranties, whether express or implied, including any warranties of merchantability, fitness for a particular purpose, or non-infringement.

12. Limitation of Liability

12.1 No Indirect Damages: Viewpoint Dash will not be liable for any indirect, incidental, special, consequential, or punitive damages, including lost profits or data, arising out of or related to this Agreement.

12.2 Cap on Liability: Viewpoint Dash's total liability under this Agreement will not exceed the total fees paid by the Client for the Services during the twelve (12) months preceding the claim.

13. Indemnification

13.1 The Client agrees to indemnify and hold harmless Viewpoint Dash from any and all claims, damages, losses, liabilities, costs, and expenses arising from the Client's breach of this Agreement or use of the Services.

14. Governing Law and Dispute Resolution

14.1 This Agreement will be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of law principles.

14.2 Any disputes arising out of or in connection with this Agreement will be resolved through good faith negotiations. If such negotiations fail, the parties agree to submit to

mediation before pursuing any legal action. The mediation process will be governed by the laws of England and Wales.

15. General Provisions

15.1 Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior agreements, whether written or oral.

15.2 Amendments: Any amendments to this Agreement must be made in writing and signed by both parties.

15.3 Severability: If any provision of this Agreement is found to be unenforceable, the remainder of the Agreement will remain in full force and effect.

16. Contact Information

If you have any questions regarding this Agreement, please contact us at:

Viewpoint Dash

Phone: 07708 092071

Email: legal@viewpointdash.com