

Terms of Service

Last Updated – May 11, 2023

These Terms of Service (“Terms of Service”) constitute a legally binding agreement between you or the entity that you represent and WeSucceed Solutions, Inc. and its subsidiaries, representatives, affiliates, officers and directors (collectively, “WeSucceed”) governing your use of WeSucceed Order Management Application (“wsOrder”).

Description of Service

wsOrder app provides Order Management Solutions and various related functions ((“Service" or "Services"). You may use the Services for business purposes in the organization that you represent.

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, we require that that you, and all other users from your organization, sign up for user accounts by providing the corporate contact information, specifically the corporate email address. You agree to: (i) provide true, accurate, current and complete information, and (ii) 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 If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if WeSucceed has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, WeSucceed may terminate your user account and refuse current or future use of any or all of the Services.

Rights and Restrictions of Use

The Services and all rights, title, and interest, including all related intellectual property rights therein are and shall remain WeSucceed’s property. These Terms are not a sale and do not convey or grant to you any rights in or related to the Services, or any intellectual property rights owned by WeSucceed, except for the limited license granted herein.

Subject to your compliance with these Terms, WeSucceed grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the wsOrder App solely in connection with your use of the Services. Any rights not expressly granted herein are reserved by WeSucceed.

Third Party Applications

wsOrder integrates with many third party applications. Access and use of the third party applications may require acceptance of terms of service and privacy policies applicable to such third party applications. You acknowledge and agree that WeSucceed is not liable for any third party applications. While we will try to provide you with advance notice, whenever reasonably possible, you acknowledge and agree that WeSucceed may, at any time and in our sole discretion, and without any notice to you, suspend, restrict or disable access to or remove from WeSucceed Services, any third party application, without any liability to you, including without limitation for any loss of profits, revenue, data, goodwill or other intangible losses.

Fees and Payments

The fees and payments for services will be governed by a separate agreement between WeSucceed and your organization.

Personal Information and Privacy

Personal information you provide to WeSucceed through the Service is governed by Privacy Policy (Ref - <https://www.WeSucceed.com/wsOrder.html>). Your election to use the Service indicates your acceptance of the terms of the 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 wsOrder@WeSucceed.com or by calling us on any of the numbers listed on <https://www.WeSucceed.com/wsOrder.html>. 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.

Data Ownership

We respect your right to ownership of data stored by you. You grant WeSucceed permission to access, copy, distribute, store, transmit, reformat the content of your user account as required for the purpose of providing the Services to you.

Hosting Location

WeSucceed reserves the right to determine the location of the cloud where the services and data will be hosted.

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. WESUCCEED 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. WESUCCEED MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM WESUCCEED, ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

WESUCCEED DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD-PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED OR OBTAINED FROM THIRD-PARTY PROVIDERS IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

Limitation of Liability

YOU AGREE THAT WESUCCEED 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 WESUCCEED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL WESUCCEED'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT GIVING RISE TO SUCH LIABILITY, WHICHEVER IS HIGHER.

Indemnification

You agree to indemnify and hold harmless WeSucceed, 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 Agreement, or any other claim related to your use of the Services.

Governing Law and Jurisdiction

This Agreement shall be governed by, and construed under, the laws of the State of Illinois. The parties consent to the exclusive jurisdiction of the state and federal courts of Illinois to resolve any dispute arising from this Agreement.

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 or requests by law enforcement or other government agencies. Objections to suspension or disabling of user accounts should be made to legal@wesucceed.com within thirty days of being notified about the suspension.

In addition, we reserve the right to terminate your user account and deny the Services upon reasonable belief that you have violated the Agreement. Termination of user account will include denial of access to all Services, deletion of information in your user account such as your email address and password and deletion of all data in your user account.

Modifications

WeSucceed reserves the right to modify these Terms or its policies relating to the Services at any time, effective upon posting of an updated version of these Terms on WeSucceed's website (<https://www.WeSucceed.com/wsOrder.html>).

Force Majeure

Neither party will be responsible for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its control, including, but not limited to, acts of God, flood, riot, accident, terrorist activity or the threat of terrorist activity, strikes or work stoppage, embargo inability to obtain material, equipment or phone lines or government action (including any laws, ordinance, regulations or the like which restrict or prohibit the providing of the Services contemplated by this Agreement).

General

You may not assign these Terms without WeSucceed's prior written approval. WeSucceed may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of WeSucceed's equity, business or assets; or (iii) a successor by merger. Any purported assignment by you in violation of this Section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, WeSucceed, any Third-Party entity, as a result of these Terms or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

End Of Terms Of Service

If you have any questions or concerns regarding this Agreement, please contact us at legal@wesucceed.com