

## Teesom Terms and Conditions

**Last updated: May 28, 2021**

These Terms and Conditions ("Terms", "Terms and Conditions") govern your relationship with the Teesom web-based application (the "Service") operated by JCW Software LLC ("us", "we", or "our").

Please read these Terms and Conditions carefully before using the Teesom web-based application (the "Service").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who 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 may not access the Service.

### **Subscriptions**

Teesom is 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 a monthly or annual basis.

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

When cancelling your paid subscription, your account will be converted to the Free Version on the next billing cycle. JCW Software LLC will not issue any refunds for the remaining period should you cancel your subscription before the next billing cycle.

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

Should automatic billing fail to occur for any reason, JCW Software LLC will issue an electronic invoice indicating that you must proceed to your online profile to update your credit card information, within a certain date. Teesom will try 2 more times to process your payment. If your payment continues to fail, then JCW Software LLC will automatically convert your account to a Free account including the Free package limitations and deem your paid subscription as cancelled. You can sign up for a new paid

subscription from your company profile screen when logged into Teesom or contact our sales.

### **Free Trial**

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

You will not be required to enter your billing information to sign up for the Free Trial.

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

### **Free Version**

JCW Software LLC may, at its sole discretion, offer a Free Subscription ("Free Version") **which will have transactional, usage and support limitations.**

**You will not be required to enter your billing information to sign up for the Free Version.**

At any time and without notice, JCW Software LLC reserves the right to;

(i) modify the terms and conditions of the Free Version offer, or

(ii) cancel such Free Version offer

### **Fee Changes**

JCW Software LLC, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

JCW Software LLC will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

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**

When you sign up for a paid monthly subscription, **for the first time**, you will be entitled to a refund if the subscription is cancelled with 30 days from signing up. Your package will automatically be converted to the Free Version.

If you **subsequently** upgrade to a paid subscription and you have previously received a refund for a previous paid subscription, you will no longer be entitled to a refund or any future refunds.

Any other refund requests for Subscriptions may be considered by JCW Software LLC on a case-by-case basis and granted in sole discretion of JCW Software LLC.

### **Service and Usage Restrictions**

Teesom is an online solution for apparel decorating businesses to perform sales, production, purchasing and other limited business management tasks. Each Teesom Account may only be used for this purpose and not as a testing platform or for any other purpose. Each Teesom Account may only be used to support one business.

You shall not use Teesom's Free version for the sole purpose of using the Teesom API interface to vendors, to gain access to inventory levels or latest costs for the purpose of creating quotations outside of Teesom. JCW Software LLC reserves the right to suspend any accounts that we deem as fake accounts and not used for its intended purposes.

You shall not and shall not permit any users of Teesom or any other party to, engage in, solicit, or promote any activity that is objectionable or may be illegal, violates the rights of others, is likely to cause, harm or damage to the reputation of JCW Software LLC or expose JCW Software LLC to liability of third parties. Such actions include but are not limited to;

- (a) unauthorized access, monitoring, interference with, or use of Teesom or third-party accounts.
- (b) interference with third parties and the usage or their services, including spamming, excessive API requests in order to slow down third-party servers, or any other form of a denial-of-service attack;
- (c) unauthorized collection or use of personal or confidential information.
- (d) viewing or other use that is prohibited under this Agreement.
- (e) attempting to probe or test the functionality or vulnerability of Teesom or its network or to breach Teesom's security or authentication measures, by any means.

JCW Software LLC reserves the right to terminate your use of Teesom if you are not using Teesom for its intended purpose or engage any of the restricted uses described above.

## **Content**

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

Teesom will not use, modify, perform, display, reproduce, and distribute such Content on and through the Service. You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights.

You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) 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.

## **Accounts**

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

## **Intellectual Property**

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of JCW Software LLC and its licensors. The Service is protected by copyright, trademark, trade secret and other intellectual property laws of both the USA and foreign countries.

You are only granted the right to use the Services and only for the purposes as described by JCW Software LLC

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of JCW Software LLC.

JCW Software LLC grants you a personal, limited, nonexclusive, non-transferable right and license to use Teesom, until this agreement is terminated and as long as you meet the applicable payment obligations and comply with the terms of use,

#### **Links To Other Web Sites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by JCW Software LLC.

JCW Software LLC has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that JCW Software LLC 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 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 immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

If you want your entire database removed, you can request such removal by creating a support ticket or contacting us by phone.

#### **Limitation Of Liability**

In no event shall JCW Software LLC, 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.

## **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, non-infringement or course of performance.

In setting up or training Teesom it is important to note that, JCW Software LLC does not give professional advice. JCW Software LLC is not in the business of providing legal, financial, accounting, tax, or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

JCW Software LLC 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.

## **Governing Law**

These Terms shall be governed and construed in accordance with the laws of Florida, 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 between us regarding the Service.

## **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 try to 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 those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

## **Contact Us**

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