



1. Welcome to RAYNET Cloud CRM!

RAYNET Cloud CRM is a web-based service, which is the property of RAYNETCRM, LLC based in 4213 Expedition Way, Osprey, Florida 34229.

The present terms and conditions regulate the use of RAYNET Cloud CRM (“RAYNET Cloud CRM” or the “Service”) and represent the contract concluded between RAYNETCRM LLC („RAYNETCRM“ or „We“) and you, private or commercial user („you“ or „user“), which authorises you to use RAYNET Cloud CRM services („Terms“ or “Contract“).

Please read these Terms carefully. By registering or signing up for RAYNET Cloud CRM on our website <https://raynetcrm.com> (“Website”) you acknowledge that you have read, understood, and agree to be bound by these terms. If you do not agree to be bound by these terms, then please do not register or sign up for RAYNET Cloud CRM. If you are entering into this agreement on behalf of business or other legal entity, you hereby represent and warrant that you have the authority to bind such entity and its affiliates to the terms and conditions of this agreement.

2. Eligibility/ Registration

In order to use RAYNET Cloud CRM, you must:

- be at least eighteen (18) years old and able to enter into contracts
- complete the registration process
- agree to the Terms
- provide true, complete and up to date contract information, including credit card that you are authorized to use if you are registering for a paid (Profi) edition.

By using RAYNET Cloud CRM you represent and warrant that you meet all the requirements listed above and that you won’t use the Service in a way that violates any laws or regulations. RAYNET CRM may refuse service, close accounts of any users, and change eligibility requirements at any time.

We may change any of the terms by posting revised Terms of use on our website and/or by sending an email to your registered email address. Unless you terminate your account within 10 days, new terms will be effective immediately and apply to any

continued or new use of RAYNET Cloud CRM. We may change the Service or any feature of it at any time.

3. Services available

Free edition

This edition is absolutely free of charge. This edition offers up to 2 user profiles, 50 MB storage and up to 150 accounts. More characteristics of the free edition are available on the Website. Please note that if you don't log into your account for more than 6 months, we may treat your account as inactive and are entitled to delete the account and all data associated with it.

If you wish to upgrade for the Profi edition, all the data and settings entered to the Service will be preserved.

Profi edition

This edition is available upon monthly subscription. The price of the subscription is based on the number of user profiles you create and is available at the pricelist posted on the Website. Payments are due for any month on the same date, or the closest date in that month, to the day you signed up with us and made your first monthly payment (the Pay date)

We will allow you a maximum of thirty (30) days of daily software usage for the purpose of becoming familiar with its functions in its full range for free (trial period). If you decide to continue using the Service after the trial period, all the data entered to the Service will be preserved. If you decide not to continue using the Service after the trial period, all your data will be completely removed ten (10) days after the trial period finishes.

4. Payment

As long as you are signed up for Profi edition of the Service, you'll provide us with valid credit card information and authorize us to deduct the monthly charges against that credit card. You will replace the information for any credit card that expires with information for a different valid credit card. Anyone using a credit card represents and warrants that he or she is authorized to use that credit card, and that any and all the charges may be billed to that credit card and won't be rejected. If, for some reason, we're unable to process your credit card order, we'll try to contact you by email and may suspend your account until your payment can be processed.

5. Term

The term commences when you sign up for RAYNET Cloud CRM and continues as long as you use the Service. Clicking the button and signing up for the Service means that you have officially “signed” the Terms.

Termination for convenience

This contract may be terminated:

- by user by cancelling his subscription via the account management system functions on RAYNET Cloud CRM.
- by user anytime by not paying the fee
- by RAYNETCRM upon decision to end provision of the Service and close the platform

Upon cancelling your account, RAYNETCRM will allow a 30-day period in which you will be able to reactivate your account and restore your data. In the case you wish your data to be completely and permanently removed from RAYNETCRM servers, please send us email to: info@raynetcrm.com.

Termination for cause

This contract may be terminated by either party for cause:

- upon 30 days written notice of material breach to the other party if such breach remains uncured at the expiration of such period;
- if either party becomes a subject of a petition in bankruptcy or any other proceedings related to insolvency, receivership, liquidation or assignment for the benefit of creditors;
- immediately in the event of material breach of Article 6 - “Conduct and use guidelines“.

6. Conduct and use guidelines

Acceptable use

You shall use RAYNET Cloud CRM for your internal business purposes and shall not:

- tamper with security of the Service or tamper with other customer accounts of the Service
- access data on the Service not intended for you
- log into a server or account on the Service that you are not authorized to access
- attempt to probe, scan or test the vulnerability of the Service or to breach the security or authentication measures without proper authorization
- render any part of the Service unusable
- lease, distribute, license, sell or otherwise commercially exploit the Service.

Communication responsibilities

You shall be responsible for the content of all communications sent through the Service, and shall comply with all applicable laws and regulations in Your use of the Service. You agree that You will not use the Service to communicate any message or material that:

- is libelous, harmful to minors, obscene or constitutes pornography;
- infringes the intellectual property rights of a third party or is otherwise unlawful; or
- would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense under any applicable law or regulation.

Ownership of your data

You retain all right, title and interest in and to all your data. We shall not access your data except to respond to service or technical problems, or at your request.

Collection of your data

You are responsible for all activities that occur in your account and for your compliance with these Terms and conditions. You are responsible for the collection, legality protection and use of your data that is stored on the Service or used in connection with the Service. We will not be responsible for any loss or disclosure of your data (or any damages related thereto) resulting from your failure to adequately secure your user identification and passwords.

Privacy policy

We declare that all data collected about the user for the purposes of contract conclusion will not be used for purposes other than for which they were originally intended. RAYNETCRM is authorized to process this data and further use them only in order to fulfill the obligations resulting from the concluded contract or in order to fulfill the obligations given by the laws or when offering other services related to the Service.

All data and information related to the contract or these Terms which we acquire from the user are considered to be confidential and we commit to protect them against abuse and not to pass them for the purpose of business or other purposes to third parties. This does not apply to our duty to share required information with legal authorities in consent with law.

We can use information acquired about the user related to the contract or these terms for further technological development and improvements of the Service. We can, however, use your information only in such way which will not cause any damage to you and which will not violate our obligation to protect user information.

Breach of guidelines

In the event you materially breach this section, RAYNETCRM will endeavor to provide you with the opportunity to remove or disable access to the offending material or content, provided, however, that RAYNETCRM reserves the right to immediately remove, in its sole discretion, any content which is unlawful or offensive without prior notice to you. In addition to any other rights and remedies under these Terms and law, RAYNETCRM reserves the right to immediately suspend access to the Service if such breach, in our opinion is an imminent threat to the Service, other customer accounts, or constitute abusive or threatening behavior.

7. Proprietary rights

RAYNET Cloud CRM and all intellectual property rights therein and all intellectual property rights relating to the provision of support are owned or licensed by RAYNETCRM. Except for the subscription granted, nothing in these Terms gives you any right, title or interest to the RAYNET Cloud CRM or related support.

You shall not:

- modify, translate, or create derivative works based on the Service;
- create any link to the Service or frame or mirror any content contained or accessible from the Service;
- reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Service;
- access the Service in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Service.

8. Liability

Limitation of liability

To the maximum extent permitted by law, you assume full responsibility for any loss that results from your use of RAYNET Cloud CRM. We won't be liable for any indirect, punitive, special or consequential damages under any circumstances, even if they're based on negligence or we've been advised of the possibility of those damages. Our total liability for all claims made about the Service will be no more than what you paid us for the service month before.

No warranties

To the maximum extent permitted by law, we provide RAYNET Cloud CRM as is. That means we don't provide warranties of any kind, either express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose.

Indemnity

You agree to indemnify and hold us harmless from any losses that result from any claims you make that are not allowed under these terms due to „limitation of liability“ or other provision. You also agree to indemnify and hold us harmless from any losses that result from third-party claims that you or someone using your password did something that, if true, would violate any of these Terms.

9. Governing law

The rights and obligations of the parties and all interpretations and performance of these Terms shall be governed by and construed in accordance with the laws of Florida, USA, without regard to conflicts of laws principles. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to these Terms. The parties irrevocably and unconditionally consent to the exclusive jurisdiction of the courts of Florida, USA, and all courts competent to hear appeals therefrom. The parties waive any right to jury trial in connection with any action or litigation in any warranty arising out of or related to these Terms.

10. Severability

If any provision of these Terms is held to be unenforceable or illegal by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable, or shall be severed from these Terms, and all other provisions of these Terms shall remain in full force and effect.

11. Force majeure

Neither party shall be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, lightning strikes, earthquakes, fires, storms, floods, landslides, labor difficulties, governmental action or terrorism, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto and uses reasonable effort to overcome such circumstances.