



Gro Software Subscription Agreement

Last Updated: Jan 1, 2018

BE SURE TO CAREFULLY READ AND UNDERSTAND ALL OF THE RIGHTS AND RESTRICTIONS SET FORTH IN THIS SUBSCRIPTION AGREEMENT ("SA").

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This SA is a binding legal agreement between you and Gro Software (hereinafter "Licensor") for the materials accompanying this SA, including the accompanying iOS software, associated media, printed materials and any "online" or electronic documentation (hereinafter the "Service"). By installing the Service, you agree to be bound by the terms of this SA. If you do not agree to the terms of this SA, do not install or attempt to use the Service.

You may not access the Service if you are a direct competitor of Gro Software, except with our prior written consent. In addition, you may not access the Service for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Table of Contents

1. Grand of License	2
2. Price and Payment	2
3. Gro Software SLA	3
4. Termination	3
5. Copyright	3
6. Export Restrictions	3
7. Disclaimers of Warranties	4

8. Limitations of Damages	4
9. Arbitration	4
10. Severability	4
11. No Waiver	4
12. Entire Agreement	5
Terms of Service	5
1. Your Acceptance of Terms	5
2. Description of Service	5
3. Your Use of Service	6
4. Privacy Statement	7
5. Content and your Conduct	9
6. Payment Terms	11
7. Content Submitted or Made Available to You on the Service	12
8. Trademarks and Copyrights	12
9. Software	13
10. Termination	13
11. Links and Third-Party Integration	14
12. Disclaimer and Warranties	14
13. Limitations and Liability	15
14. Indemnify	15
15. Notices	16
16. Governing Law	16
17. General	16
18. Acceptance	16

1. Grand of License

The Service is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Service is licensed, not sold. This SA grants you the following rights:

- A. You may install, use, access, display and run the Gro CRM app, downloaded from the Apple® App Store to any iOS device.
- B. Each individual using Gro CRM at any company will use his or her own, individual user account. A user account license must not be shared or used concurrently with other individuals.
- C. Your license rights under this SA are non-exclusive. All rights not expressly granted herein are reserved by Licensor.
- D. You may not sell, transfer or convey the Service to any third party.

2. Price and Payment

Each individual within a company must have a valid, monthly/annual license subscription, paid at the beginning of that payment period.

3. Gro Software SLA

Licensor may provide you with support services related to the Service ("Support Services"), at its discretion. Use of Support Services, if any, is governed by Licensor's policies and programs described in any tutorials, in online documentation, and/or in other Licensor-provided materials. Any supplemental Service code provided to you as a part of Support Services will be considered part of the Service and subject to the terms of this SA. With respect to technical information you provide to Licensor as part of the Support Services, Licensor may use such information for its business purposes, including for product support and development. Licensor will not utilize such technical information in a form that personally identifies you except to the extent necessary to provide you with support unless the licensor receives your express permission to do so.

Due to the Cloud App distribution model, the Licensor will occasionally provide updates, patches, fixes, maintenance, modifications, enhancements and new releases to the Service.

4. Termination

You may terminate this SA at any time by deleting the Gro CRM app from your iOS device(s) and ending your Agreement with the Licensor. Your license to the Service automatically terminates if you fail to comply with the terms of this agreement. Upon termination, you are required to remove the Service.

5. Copyright

All title and copyrights in and to the Service (including but not limited to any images, photographs, animations, video, audio, music and text incorporated into the Service), the accompanying printed materials, and any copies of the Service, are owned by Licensor or its suppliers. This SA grants you no rights to use such content. If this Service contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation. Except for any copies of this SA, you may not copy the printed materials accompanying the Service.

You may not reverse engineer, de-compile, disassemble, alter, duplicate, modify, rent, lease, loan, sublicense, make copies of, create derivative works from, distribute or provide others with the Service in whole or part, transmit or communicate the application over a network.

6. Export Restrictions

You may not export, ship, transmit or re-export software in violation of any applicable law or regulation including but not limited to Export Administration Regulations issued by the U. S. Department of Commerce.

7. Disclaimers of Warranties

LICENSOR AND ITS SUPPLIERS PROVIDE THE SERVICE "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, OF QUIET ENJOYMENT, OR OF NON INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SERVICE IS WITH YOU.

8. Limitations of Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE AND WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF LICENSOR OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF DAMAGES WILL BE EFFECTIVE EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. Arbitration

Any dispute arising under this SA will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this SA will be governed by and construed and interpreted in accordance with the laws of the State of California. The arbitration will be held in San Francisco County. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this SA. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

10. Severability

If any term of this SA is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

11. No Waiver

No waiver of any right under this SA will be deemed effective unless contained in writing signed by a duly authorized representative of the party against whom the waiver is to be asserted, and no waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future rights arising out of this SA.

12. Entire Agreement

This SA constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this SA by any representations or promises not specifically stated herein.

Terms of Service

1. Your Acceptance of Terms

1.1 Getting Started with Gro CRM

The following Terms of Service ("TOS") are between you and Gro Software and constitute a legal agreement that governs your use of the Gro CRM product, software and services (collectively referred to as the "Service"). You must agree to these TOS before you can use the Service. You can agree to these TOS by: a) actually using the Service, or b) clicking a box that indicates you agree to the Service, where such a box is made available to you. If you do not agree to any of the following terms, please do not use the Service. You should print or otherwise save a copy of these TOS for your records. "Gro Software" as used herein means Gro Software LLC, located at 101 California St, Suite 2710, San Francisco, CA 94111.

1.2 Legal Authority

To use and/or register for the Service you must be: a) of legal age to form a binding contract with Gro Software, and b) cannot be a person barred from receiving the Service under the laws of the United States or other applicable jurisdiction, including the country in which you reside or from where you use the Service. By accepting these TOS you represent that you understand and agree to the foregoing.

1.3 TOS Updates

Gro Software may update or change these TOS from time to time and recommends that you review the TOS on a regular basis. You can review the most current version of the TOS at any time at www.grocrm.com. If Gro Software makes a change to the TOS, it will post the revised TOS on our website at the link as herein noted. You understand and agree that your continued use of the Service after the TOS has changed constitutes your acceptance of the TOS as revised. Without limiting the foregoing, if Gro Software makes a change to the TOS that materially impacts your use of the Service, Gro Software may post notice of any such change on our website and/or email you notice of any such change to your Gro CRM account.

2. Description of Service

2.1 System Requirements

Use of the Service requires one or more compatible devices, and wi-fi access or cellular data service access; separate fees may apply. Your use of the Service may be affected by certain combinations of hardware, software and/or wi-fi access.

2.2 Changing the Service

Gro Software reserves the right to modify or stop the Service (or any part thereof), either temporarily or permanently, at any time or from time to time, with or without prior notice to you. Without limiting the foregoing, Gro Software may post on our website and/or send email to your Gro CRM account, notice of such changes to the Service. It is your responsibility to review our website and/or check your Gro CRM email address for any such notices. You agree that Gro Software shall not be liable to you or any third party for any modification or cessation of the Service.

2.3 Limitations on Use

You agree to use the Service only for purposes as permitted by these TOS and any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. Your Gro CRM account is allocated certain levels of storage capacity as described in the Gro CRM feature pages. Exceeding any applicable limitation of storage capacity will result in incremental annual charges. Gro Software reserves the right to modify these limitations on use at any time.

3. Your Use of Service

3.1 Company Account

When you accept these TOS and complete the Gro CRM sign up process, your company becomes the Gro CRM "Company Account" holder. Gro Software will define a company code. Within your company account, you are eligible to purchase and add additional user accounts within your Company Account. You must create a separate user name for every User Account you create.

Your company is responsible for all activity that takes place on your Company Account and any associated User Accounts.

3.2 User Account

For each User Account, the administrator of the Company Account has full control over your User Account and may alter, close or end the User Account at any time (these accounts will be billed pro rata annually).

3.3 Account Security

Every new company account comes with a pre-assigned password. The administrator of the Company Account has full permissions to update this password at any time. Gro Software encourages the administrator to do so. Each individual User Account within a Company Account has the opportunity to update his or her password as well.

Always follow your company's security policy when setting a password. Please choose a strong password and do not reveal your password to others. You agree that you are responsible for keeping your password confidential and secure, and that you further understand that each individual user is solely responsible and liable for any activities that occur under their individual user names. If you suspect or become aware of any unauthorized use of your account please contact Gro CRM Support at support@Grocrm.com

3.4 Sign Up Obligations

You agree that all information you provide to Gro Software during the sign up process ("Sign Up Data") will be true, accurate, complete and current information, and that you shall maintain and update the Sign Up Data as needed throughout your term to keep it accurate and current. Failure to provide accurate, current and complete Sign Up Data may result in the suspension and/or termination of your account.

3.5 Additional Obligations or Terms of Use

Particular components or features of the Service, provided by Gro Software and/or its licensors, may be subject to separate software or other license agreements or terms of use. You must read, accept, and agree to be bound by any such separate agreement as a condition of using these particular components or features of the Service.

3.6 No Conveyance

Nothing in these TOS shall be construed to convey to you any interest, title, or license in a User Name, Company Account or similar resource used by you in connection with the Service. No Resale of Service.

You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the Service (or any part thereof) for any purpose.

4. Privacy Statement

Gro Software has created this privacy statement ("Statement") in order to demonstrate our commitment to customer privacy. Privacy at Gro Software web site (the "Site") is of great importance to us. Because we gather important information from our visitors and customers, we have established this Statement as a means to communicate our information gathering and dissemination practices. We reserve the right to change this Statement and will provide notification of the change at least thirty (30) business days prior to the change taking effect. To be effective, the change must first also be approved by TRUSTe, and will include directions on how users may respond to the change.

4.1 Collected Information

We require customers who register to use the services offered through Gro CRM (collectively, the "Service") to give us contact information, such as their name, company name, address, phone number, and e-mail address, and financial qualification and billing information, such as billing name and address, credit card number, and the number of users within the organization that will be using the Service. At the time you express interest in attaining additional information, or when you register for the Service, we may also ask for additional personal information, such as title, department name, fax number, or additional company information, such as number of employees, or industry. Customers can opt out of providing this additional information by not entering it when asked. Customers can update or remove their personal information at any time by logging into the app and editing their Company within Admin. Customers can view their updated profile to confirm their edits have been made.

Gro Software uses the information that we collect to set up the Service for individuals and their organizations. We may also use the information to contact customers to further discuss customer interest in our company, the Service that we provide, and to send information regarding our company or partners, such as promotions and events. Customers are invited to

receive an email newsletter by providing an email address. Customer email addresses and any personal customer information will not be distributed or shared with third parties. Customers can opt out of being contacted by us, or receiving such information from us, at any time by sending an email to support@grocrm.com. Separately, customers are also asked to provide an email address when registering for the Service, in order to receive a username and password. We may also email information regarding updates to the Service or company, and will send a Customer Newsletter. Again, email will not be distributed or shared and customers can opt out of receiving any communication by emailing support@grocrm.com at the time it is distributed, or at the time any customer registers for the Service.

Except as we explicitly state at the time we request information, or as provided for in the Gro Software Subscription Agreement, we do not disclose to third parties the information provided. All financial and billing information that we collect through the Site is used solely to check the qualifications of prospective customers and to bill for the Service. This billing information is not used by Gro Software for marketing or promotional purposes. Gro Software uses a third-party intermediary to manage the credit card processing. This intermediary is solely a link in the distribution chain, and is not permitted to store, retain, or use the information provided, except for the sole purpose of credit card processing. Other third parties, such as content providers, may provide content on the web Site but they are not permitted to collect any information nor does Gro Software share user information with these parties.

Customers of the Service will be using the Site to host data and information ("Data"). Gro Software will not review, share, distribute, print, or reference any such Data except as provided in the Gro Software Subscription Agreement, or as may be required by law. Individual records may at times be viewed or accessed only for the purpose of resolving a problem, support issue, or suspected violation of the Subscription Agreement, or as may be required by law. Of course, customers are responsible for maintaining the confidentiality and security of their user registration and password.

Gro Software may also collect certain information from visitors to and customers of the Site, such as Internet addresses. This information is logged to help diagnose technical problems, and to administer our Site in order to constantly improve the quality of the Service. We may also track and analyze non-identifying and aggregate usage and volume statistical information from our visitors and customers and provide such information to third parties.

4.2 Cookies

When you interact with the Gro CRM application we strive to make that experience easy and meaningful. When you use our service we send a cookie to your computer or iOS device.

Standing alone, cookies do not identify you personally. They merely recognize your app. Unless you choose to identify yourself to Gro Software, either by responding to a promotional offer, opening an account, or registering for a 14-day Test Drive, you remain anonymous to Gro Software. Cookies come in two types: session and persistent-based. Session cookies exist only during an online session. They disappear from your computer or iOS device when you close your app software or turn off your computer or device. Persistent cookies remain on your computer after you've closed your app or turned off your computer. They include such information as a unique identifier for your app.

Gro Software uses session cookies containing encrypted information to allow the system to uniquely identify you while you are logged in. This information allows Gro Software to process

your online transactions and requests. Session cookies help us make sure you are who you say you are after you've logged in and are required in order to use the Gro Software application. Gro Software uses persistent cookies, that only Gro Software can read and use, to identify the fact that you are a Gro Software customer or prior Gro Software Website visitor (whatever the case may be). We are especially careful about the security and confidentiality of the information stored in persistent cookies. For example, we do not store account numbers or passwords in persistent cookies. Users who disable their Web apps' ability to accept cookies will be able to browse our Website but will not be able to successfully use our Service.

Third Party Cookies: We may from time to time engage third parties to track and analyze non-personally identifiable usage and volume statistical information from visitors to our website to help us administer our website and improve its quality. Such third parties may use cookies to help track visitor behavior. Such cookies will not be used to associate individual website visitors to any personally identifiable information. All data collected by such third parties on behalf of Gro Software is used only to provide us with information on site usage and is not shared with any other third parties.

Correcting and Updating Your Information

If customers need to update or change registration information they may do so by editing the user or organization record. To update a User Profile, log on to your Gro CRM Account at www.grocrm.com. To discontinue the Service, email support@grocrm.com.

4.3 Additional Information

Questions regarding this Statement or the practices of this Site/Service should be directed to Gro Software's Support Team by e-mailing such questions to support@grocrm.com or by regular mail addressed to Gro Software LLC, 101 California St, Suite 2710, San Francisco, CA 94111.

5. Content and your Conduct

5.1 Content

"Content" means any information that may be generated or encountered through use of the Service, such as data files, written text, software, graphics, photographs, images, sounds, videos, messages and any other like materials. You understand that all Content whether publicly posted or privately transmitted on the Service is the sole responsibility of the person from whom such Content originated. This means that you, and not Gro Software, are solely responsible for any Content you upload, download, post, email, transmit, store or otherwise make available through your use of the Service. Gro Software does not control the Content posted via the Service, nor does it guarantee the accuracy, integrity or quality of such Content. You understand and agree that your use of the Service and any Content is solely at your own risk.

5.2 Your Conduct

You agree that you will NOT use the Service to:

1. Upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;
2. stalk, harass, threaten or harm another;

3. if you are an adult, request personal or other information from a minor (any person under the age of 18 or such other age as local law defines as a minor) who is not personally known to you, including but not limited to any of the following: full name or last name, home address, zip/postal code, telephone number, picture, or the names of the minor's school, church, athletic team or friends;
4. pretend to be anyone, or any entity, you are not; you may not impersonate or misrepresent yourself as another person (including celebrities), entity, another Gro CRM subscriber, an Gro Software employee, or a civic or government leader, or otherwise misrepresent your affiliation with a person or entity, (Gro Software reserves the right to reject or block any company or user name which could be deemed to be an impersonation or misrepresentation of your identity, or a misappropriation of another person's name or identity);
5. engage in any copyright infringement or other intellectual property infringement, or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement;
6. post, send, transmit or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, spam, or chain letters, including, without limitation, bulk commercial advertising and informational announcements;
7. forge any TCP-IP packet header or any part of the header information in an email or a news group posting, or otherwise putting information in a header designed to mislead recipients as to the origin of any Content transmitted through the Service ("spoofing");
8. upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware;
9. interfere with or disrupt the Service (including accessing the Service through any automated means, like scripts or web crawlers), or any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service (including any unauthorized access to, use or monitoring of data or traffic thereon);
10. plan or engage in any illegal activity; and/or
11. gather and store personal information on any other users of the Service to be used in connection with any of the foregoing prohibited activities.

5.3 Removal of Content

You acknowledge that Gro Software is not responsible or liable in any way for any Content provided by others and has no duty to pre-screen such Content. However, Gro Software reserves the right at all times to determine whether Content is appropriate and in compliance with these TOS, and may pre-screen, move, refuse, modify and/or remove Content at any time, without prior notice and in its sole discretion, if such Content is found to be in violation of these TOS or is otherwise objectionable.

5.4 Access to Your Account and Content

You acknowledge and agree that Gro Software may access, use, preserve and/or disclose your account information and Content if legally required to do so or if we have a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce these TOS, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Gro Software, its users or the public as required or permitted by law.

6. Payment Terms

6.1 Fees

You agree to pay all fees and charges specified when you signed up for the Service and any part thereof. All fees are exclusive of applicable taxes (e.g. sales, use, or value-added tax), unless otherwise stated, and you are solely responsible for the payment of any such taxes that may be imposed on your use of the Service.

6.2 Credit Card Authorization

You may be asked to provide Gro Software with a credit card number from a card issuer that we accept in order to activate your Service. Gro Software may seek authorization of your credit card account prior to your first purchase to validate that you can charge the applicable fees to access the Service. This authorization amount is typically the equivalent of one US dollar (\$1USD). It is not a charge but may appear to reduce your available balance by the authorization amount until your card's next billing cycle. Please contact your card issuer if you have additional questions regarding when this amount will be removed from your statement.

6.3 Payment Method

Gro Software will charge the annual subscription fee and any other additional fees you authorize to the charge or credit card account provided by you. By authorizing Gro Software to charge a credit card for the fees associated with your subscription, you are authorizing Gro Software to automatically continue charging that card (or any replacement card if the original card is renewed, lost, stolen, or changed for any reason by the card issuer, and the issuer informs Gro Software of the new replacement card account) for all fees or charges associated with your subscription including any renewal fees as described below. You authorize the card issuer to pay any amounts described herein and authorize Gro Software, or any other company that acts as a billing agent for Gro Software, to continue to attempt to charge all sums described herein to your credit card account until such amounts are paid in full. You agree to provide Gro Software updated information on your credit card upon Gro Software's request and any time the information earlier provided is no longer valid. If payment is not received by Gro Software from your credit card issuer or its agents, you agree to pay all amounts due upon demand by Gro Software.

6.4 Free Trial Period

Gro Software may offer you a one-time free trial period during which you can try out the Service for free ("Free Trial Period"). During the Free Trial Period, you agree that Gro Software will have the right (subject to applicable local law) to send you communications, notices and news about the Service to your Gro CRM email address and to any alternate email address you may have provided. Local law may allow you to revoke your consent to receiving these communications at any time during the Free Trial Period. Gro Software reserves the right to modify, cancel and/or limit this Free Trial Period offer at any time. You may cancel your account at any time during the Free Trial Period by emailing support@grocrm.com. Upon canceling your account, you will lose all access to the Service and any data or information stored within your account. (See "Effects of Termination" below for additional details.) If you choose not to enter a credit card after the Free Trial to continue the Service, any data entered into the trial will be permanently deleted after 1 month.

6.5 Cancellations and Refunds

All fees and charges paid by you in relation to the Service are nonrefundable, except as otherwise stated herein. Gro Software shall refund the applicable fees paid by you upon initial online sign up or renewal of the Service provided Gro Software receives such refund request within thirty (30) days of the billing date for any such fees. Applicable local law may vary this policy. In-app purchases follow the guidelines of the *Apple® App Store. Refer to their guidelines for any questions on cancellations or refunds for these purchases.

*All Gro CRM purchased made in the iTunes App Store are final.

6.6 Changes in Price

Gro Software may at any time, upon notice required by applicable law, change the price of the Service or any part thereof, or institute new charges or fees. Price changes and institution of new charges implemented during your subscription term will apply to subsequent subscription terms and to all new subscribers after the effective date of the change. If you do not agree to any such price changes, then you must cancel your account and stop using the Service. Your continued use of the Service after the effective date of any such change shall constitute your acceptance of such change.

7. Content Submitted or Made Available to You on the Service

7.1 License from You

Except for material we may license to you, Gro Software does not claim ownership of the materials and/or Content you submit or make available on the Service.

7.2 Changes to Content

You understand that in order to provide the Service and make your Content available thereon, Gro Software may transmit your Content across various public networks, in various media, and modify or change your Content to comply with technical requirements of connecting networks or devices. You agree that the license herein permits Gro Software to take any such actions.

8. Trademarks and Copyrights

The trademarks, service marks, brands, names, logos and designs ("Trademarks") of Gro Software or others used on this Site and in the Services are the property of Gro Software or their respective owners. You may not remove or alter any Trademark. You may not use any trademark displayed on the Site or in the Services without the express prior written permission of Gro Software or the respective owner, and nothing contained on this Site grants by implication, waiver, estoppel or otherwise, any right to use such trademarks. All of the Materials appearing on this Site and in the Services, including but not limited to, text elements, site design, images and icons, as well as the selection, assembly and arrangement thereof, are the sole property of Gro Software, Inc. Copyright 2018, unless otherwise specified. All rights not expressly granted herein are reserved. Except as otherwise required by applicable law, any reproduction, distribution, modification, retransmission or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner.

9. Software

9.1 Gro Software's Proprietary Rights

You acknowledge and agree that Gro Software and/or its licensors own all legal right, title and interest in and to the Service, and any software provided to you as a part of and/or in connection with the Service (the "Service"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Service (including the Service, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

9.2 License From Gro Software

Gro Software grants you a personal, non-exclusive, non-transferable, limited license to use the Software as provided to you by Gro Software as a part of the Service and in accordance with these TOS; provided that you do not (and do not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to discover the source code (unless expressly permitted or required by law), sell, lease, sublicense, assign, grant a security interest in or otherwise transfer any right in the Service.

9.3 Export

You agree to abide by U.S. and other applicable export control laws and not to transfer from the U.S., by electronic transmission or otherwise, any Content or Service subject to restrictions under such laws to a destination prohibited under such laws, without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to your Gro CRM account any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software. This assurance and commitment shall survive termination of this Agreement.

9.4 Updates

As part of the Service, you may from time to time receive updates to the Service from Gro Service which may be automatically downloaded and installed to your device. These updates may include bug fixes, feature enhancements or improvements, or entirely new versions of the Service. You agree that Gro Software may automatically deliver such updates to you as part of the Service and you shall receive and install them as required.

10. Termination

You may terminate your account and/or stop using the Service at any time. To terminate your account contact Gro Software at sales@grocrm.com. Any fees paid by you prior to your termination are nonrefundable (except as expressly permitted otherwise by these TOS), including any fees paid in advance for the term during which you terminate. Termination of your account shall not relieve you of any obligation to pay any accrued fees or charges.

10.1 Termination by Gro Software

Gro Software may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your account and/or access to the Service. Cause for such termination shall include, but not be limited to: (a) violations of the TOS or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request by you to cancel or terminate your account; (c) discontinuance or material modification

to the Service or any part thereof; (d) a request and/or order from law enforcement, a judicial body, or other government agency; (e) where provision of the Service to you is or may become unlawful; (f) unexpected technical or security issues or problems; (g) your participation in fraudulent or illegal activities; or (h) failure to pay any fees owed by you in relation to the Service. Any such termination or suspension shall be made by Gro Software in its sole discretion, without any refund to you of any prepaid fees or amounts, and Gro Software will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your account and/or access to the Service.

10.2 Effects of Termination

Upon termination of your account you lose all access to the Service and any portions thereof, including, but not limited to, your Company Account's content (and any user account's content thereunder). In addition, Gro Software shall delete all information and data stored in or as a part of your account(s) including, but not limited to, data files, records, and preferences. Any individual components of the Service that you may have used subject to separate software license agreements (e.g. Backup software) will also be terminated in accordance with those license agreements.

11. Links and Third-Party Integration

Certain Content, components or features of the Service may include materials from third parties and/or hyperlinks to other web sites, resources or Content. Because Gro Software may have no control over such third party sites and/or materials, you acknowledge and agree that Gro Software is not responsible for the availability of such sites or resources, and does not endorse or warrant the accuracy of any such sites or resources, and shall in no way be liable or responsible for any Content, advertising, products or materials on or available from such sites or resources. You further acknowledge and agree that Gro Software shall not be responsible or liable in any way for any damages you incur or allege to have incurred, either directly or indirectly, as a result of your use and/ or reliance upon any such Content, advertising, products or materials on or available from such sites or resources.

12. Disclaimer and Warranties

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AS SUCH, TO THE EXTENT SUCH EXCLUSIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Gro Software AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, Gro Software AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS,

PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN THE SERVICE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Gro Software OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

13. Limitations and Liability

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AS SUCH, TO THE EXTENT SUCH EXCLUSIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT Gro Software AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES , INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES (EVEN IF Gro Software HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICE; (II) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICE; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; AND (IV) ANY OTHER MATTER RELATING TO THE SERVICE.

14. Indemnify

You agree to defend, indemnify and hold Gro Software, its affiliates, subsidiaries, directors, officers, employees, agents, partners and licensors harmless from any claim or demand, including reasonable attorney's fees, made by a third party, relating to or arising from: (a) any Content you submit, post, transmit, or otherwise make available through the Service; (b) your use of the Service; (c) any violation by you of these TOS; or (d) your violation of any rights of another. This obligation shall survive the termination or expiration of these TOS and/or your use of the Service.

You acknowledge that you are responsible for all use of the Service using your company account, including any use by user accounts, and that these TOS apply to any and all usage of your company account, including any use by user accounts. You agree to comply with these TOS and to defend, indemnify and hold harmless Gro Software from and against any and all claims and demands arising from usage of your account or any Sub-account, whether or not such usage is expressly authorized by you.

15. Notices

Gro Software may provide you with notices regarding the Service, including changes to these TOS, by message to your Gro CRM account (and/or an email address), by regular mail, or by postings on our website and/or the Service.

16. Governing Law

Except to the extent expressly provided in the following paragraph, these TOS and the relationship between you and Gro Software shall be governed by the laws of the State of California, excluding its conflicts of law provisions. You and Gro Software agree to submit to the personal and exclusive jurisdiction of the courts located within the county of San Francisco County, California, to resolve any dispute or claim arising from these TOS.

Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

17. General

These TOS constitute the entire agreement between you and Gro Software, govern your use of the Service and completely replace any prior agreements between you and Gro Software in relation to the the Service. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of these TOS is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of Gro Software to exercise or enforce any right or provision of these TOS shall not constitute a waiver of such right or provision. You agree that, except as otherwise expressly provided in these TOS, there shall be no third- party beneficiaries to this agreement. You agree that any claim or cause of action arising out of or related to these TOS or the use of the Service must be filed within one (1) year after the cause of action arose or be forever barred.

18. Acceptance

For More Information

Contact your account executive to learn how the Gro CRM small business platform can help grow your business

Corporate Headquarters

101 California St
Suite 2710
San Francisco CA 94111
United States
1-628-333-9160
<https://www.grocrm.com>

© 2018 Gro Software, LLC. All rights reserved. Gro Software, Gro CRM, and others are trademarks of Gro Software, LLC. The Gro CRM logo and other creative assets are owned and protected under copyright and/or trademark law.

By checking the "I accept the terms of service as defined above" box, you agree to the terms of these Terms of Service.