



# Gro Software Terms of Service

*Last Updated: Jan 1, 2018*

## 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](http://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 Seats within your Company Account. You must create a separate user name when assigning a User for every Seat 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 as a Seat).

### **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](mailto: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.

#### **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>