SYSUP

Terms of Service

V1.6

Contents

1. INTRODUCTION

► **Parties**

- This Service Agreement ("Agreement") is entered into between SysUp Digital ("Provider") and the entity identified as the "Client"

► **Purpose**

- By signing below, the Client agrees to be bound by the terms and conditions outlined in this Agreement

► **Acceptance**

- This Agreement outlines the terms under which SysUp Digital will provide its "Software with a Service" (SWaS) offerings

► **Notifications**

- By accepting this Agreement, the Client agrees to receive electronic communications from SysUp Digital, including service updates, policy changes, and important notices. These may be sent via email, in-app alerts, or posted on the SysUp System dashboard

► **Modifications to Terms**

- SysUp Digital reserves the right to modify, update, or revise these Terms of Service at any time, at its sole discretion
- Any changes will become effective immediately upon posting the updated version on sysup.com/termsofservice
- Clients will be notified of material changes via email or in-app/system notifications at least 30 days prior to their effective date
- Continued use of the services after changes become effective constitutes acceptance of the updated terms

2. SERVICES PROVIDED

PART I: WHAT'S INCLUDED

► **Access to SysUp System**

- Customer Relationship Management (CRM) (app.sysup.com)
- Email and SMS marketing tools
- Funnels/Website, Surveys and Forms builder
- Workflow automations
- Integrated calendars and bookings management tool
- Reputation management
- Electronic document signing tool
- Call tracking
- Customer invoicing and payment integration w/ Stripe Platform
- AI Virtual Assistant (Messaging and Inbound Calls)
- Future upgrades and new features

► **Package of personalized workflow automations for key business processes**

► **Guided onboarding**

► **Training for the Client's team**

- Access to the training course and docs/videos library (help.sysup.com)

► **Initial data migration of Client's contacts (customers)**

- Data to be provided in a structured spreadsheet format

► **Priority offline support via email and/or webchat**

► **Periodic account management**

- 1 hour per week (non-cumulative)
- Client must schedule its own sessions using the calendar link:
sysup.com/acctmgmt

► **Changes to Services**

- System features and functionalities may be modified or discontinued to improve user experience, comply with legal requirements, or reflect changes in market conditions

PART II: WHAT'S <u>NOT</u> INCLUDED

► **Copywriting or content creation beyond provided templates**

► **Paid Ad management (e.g.: Google Ads, Facebook Ads)**

► **Custom solutions and developments**
- Advanced system integrations with third-party APIs or custom software (e.g.: *Zapier; Make; Pabbly*; others)
- Development of unique workflows or software modules
- Custom design or development of additional funnels/websites or landing pages

► **Dedicated account management beyond periodic reviews**

► **One-on-one training sessions or additional training for new team members**

► **Strategy consultations beyond SysUp System-related topics**

► **Data migration from other platforms**

► **24/7 live support**

PART III: WHAT HAPPENS IF YOU WANT TO ADD SERVICES THAT ARE NOT INCLUDED

► **Done-for-you (DFY) and/or additional services can be added on a case-by-case basis**

- Subject to availability
- Billed separately based on agreed-upon scope and rates
- If SysUp cannot provide specific service, a partner will be referred whenever possible

3. CLIENT's RESPONSIBILITIES

► **Provide accurate, complete, and timely information required for account setup and service delivery**

► **Designate a primary contact person for communication and approvals**

► **Ensure compliance with all legal and regulatory requirements**

   - e.g.: email/SMS marketing laws such as GDPR and CAN-SPAM

4. FEES, PAYMENTS and REFUNDS

► **Monthly Subscription Fee**

- Billed via credit card with automatic recurring billing
- Subscription Fee may be subject to change in the future but will have at least a 90 days' prior notice

► **Usage-Based Fees**

- Costs not included in your subscription are billed from your digital Wallet based on actual usage (e.g.: SMS, calls, phone lines, emails, AI credits)
- The digital Wallet is a prepaid fund/credit in SysUp System for these usage-based charges
- Wallet top-ups are automatically triggered when its balance drops below a set threshold
- Auto top-ups are charged to your saved payment method
- Detailed usage-based fees information is available at sysup.com/fees

► **Service Fees of Payment Platform (Optional)**

- If you choose to offer an integrated payment platform to your clients (such as Stripe, PayPal, etc) be aware that these providers charge their own service fees for processing transactions (detailed Stripe fees: stripe.com/pricing)
- SysUp does not charge, control, or receive any commission from these fees

► **Payment Terms**

- Payments are due on the 1st of each month
- First month of subscription is charged on a *pro-rata* basis
- Unpaid fees, including usage-based charges, remain due even if services are terminated
- Late payments incur a 10% late fee and may result in service suspension if not addressed within 48 hours

► **Refunds**

- No refunds are issued for unused subscription time, unused services, or unused Wallet credits under any circumstances, including upon cancellation or termination

5. SUPPORT

► **Standard Technical Support**

- Available offline via email (support@sysup.com), webchat in our homepage (sysup.com) and support desk (support.sysup.com) during business hours
- The Provider aims to respond to queries within 24 business hours

► **Premium Live Support (24/7)**

- 24/7 live support via online chat and Zoom calls is available at an additional cost

6. GUARANTEES & LIMITATIONS

► **Performance Guarantee**

- The Provider will deliver the services outlined in this Agreement with professionalism and efficiency

► **No Outcome Guarantee**

- Specific business outcomes (e.g.: revenue increases, lead conversions) are not guaranteed as these depend on factors beyond the Provider's control

► **Third-Party Dependence**

- The Provider is not responsible for service disruptions caused by third-party platforms (e.g.: HighLevel CRM outages)

7. LIABILITY

► **Exclusion of Liability**

- The Provider is not liable for any losses arising from the Client's use of the platform or associated services
- The Provider is not responsible for indirect losses, such as lost profits, business interruptions, or consequential damages

► **Limitation of Damages**

- Any claims for damages will be limited to the total subscription fees paid by the Client in the last three (3) months

► **Indemnification**

- The Client agrees to indemnify and hold the Provider harmless against claims resulting from misuse or non-compliance

8. TERMINATION

► **Client Termination**

- The Client may cancel the subscription at any time with at least two (2) business days' written notice via email to support@sysup.com

► **Provider Termination**

- The Provider may terminate this Agreement with sixty (60) days' written notice

► **Post-Termination**

- Upon termination, access to the platform and associated services will cease. The Client is responsible for exporting all necessary data prior to termination

9. CONFIDENTIALITY & DATA SECURITY

▶ **Confidentiality**

- Both parties agree to protect confidential information shared during the course of this Agreement

▶ **Data Security**

- The Provider will take reasonable steps to safeguard the Client's data but is not liable for breaches caused by third-party platforms

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10. OWNERSHIP of DATA & ASSETS

▶ **Client-Owned Data**

- The Client retains ownership of customer contact details, interaction history, and transaction records. This data can be exported at any time during the subscription or before termination

▶ **Provider-Owned Assets**

- Proprietary templates, workflows, and designs remain the property of the Provider
- Custom workflows and campaign content created for the Client can be exported but are non-transferable to other systems

▶ **Data Export and Backup**

- The Client is advised to regularly back up critical data and export key assets before providing termination notice

QUESTIONS?

Please Call or Text Us