



Digi-CRM Subscription Terms & Conditions

These Terms & Conditions ("Terms") govern your monthly subscription to the Digi-CRM software-as-a-service ("SaaS") provided by Digi-Haze Digital Services & Marketing Agency ("Digi-Haze," "we," "us," or "our"). By subscribing to and using the Digi-CRM service, you ("Client," "you," or "your") agree to be bound by these Terms.

1. Subscription Service

Digi-Haze provides a cloud-based Customer Relationship Management (CRM) platform, including website development tools, email marketing functionalities, and full CRM services, as described on our website and in your chosen package documentation (DIY or DWY). This service is offered on a monthly subscription basis.

2. Eligibility

Our services are specifically designed for local small business owners who struggle with digital development skills and seek to enhance their community engagement. By subscribing, you confirm that you meet this general description.

3. Monthly Subscription and Billing

- **Billing Cycle:** Your subscription is billed on a **monthly recurring basis**. The first payment is due upon signing up for the service. Subsequent payments will be automatically charged to your designated payment method on the same day of each month as your initial sign-up date (e.g., if you sign up on the 10th, you'll be billed on the 10th of every month).
- **Payment Method:** You authorize Digi-Haze to charge your credit card or other approved payment method for all recurring subscription fees. You agree to keep your payment information current and accurate.
- **Failed Payments:** If a payment fails, we will notify you and attempt to re-process the payment. If payment is not received within **7 days** of the due date, your access to the Digi-CRM service may be suspended until payment is successfully processed.
- **Price Changes:** Digi-Haze reserves the right to change the subscription fees for future billing cycles upon **30 days' written notice** to you.



4. Cancellation and Termination

- **Client Cancellation:** You may cancel your monthly Digi-CRM subscription at any time by contacting our support team or through your account settings (if available). Your cancellation will take effect at the end of your current billing cycle. **No refunds will be issued for partial months of service.**
- **Termination by Digi-Haze:** We reserve the right to suspend or terminate your subscription and access to the Digi-CRM service immediately, without prior notice or liability, if:
 - You breach these Terms.
 - Your payment is consistently overdue.
 - You engage in any activity that harms the integrity or performance of our service.
 - You use the service for any unlawful or unauthorized purpose, including but not limited to sending unsolicited bulk emails (spam) or engaging in fraudulent activities.
- **Effect of Termination:** Upon termination, your access to the Digi-CRM platform will cease. It is your responsibility to export any data you wish to retain prior to termination. Digi-Haze will store your data for a limited period (typically 30 days) after termination, after which it may be permanently deleted.

5. Service Availability and Support

- **Uptime:** We strive to ensure the Digi-CRM service is available 24/7, but we do not guarantee uninterrupted access. The service may be temporarily unavailable due to maintenance, technical issues, or other unforeseen circumstances. We will endeavor to provide prior notice for scheduled maintenance.
- **Support:**
 - **DIY Package:** Basic technical support is provided via email and chat during standard business hours, as outlined in your package documentation.
 - **DWY Package:** Priority technical support is provided via phone, email, and chat during extended business hours, as outlined in your package documentation.
- **Data Backups:** While Digi-Haze takes reasonable measures to back up your data, we are not responsible for any data loss. It is your responsibility to regularly back up any critical data.



6. Client Responsibilities

- **Accurate Information:** You agree to provide accurate and complete information during the registration process and to keep it updated.
- **Account Security:** You are responsible for maintaining the confidentiality of your account login credentials and for all activities that occur under your account. Notify us immediately of any unauthorized use of your account.
- **Content and Conduct:** You are solely responsible for all data, information, and content ("Content") that you upload, transmit, or otherwise make available through the Digi-CRM service. You agree not to use the service to:
 - Upload or transmit any unlawful, harmful, defamatory, obscene, or otherwise objectionable Content.
 - Send unsolicited bulk emails (spam) or engage in any form of email abuse.
 - Infringe upon the intellectual property rights of others.
 - Violate any applicable laws or regulations.
- **Compliance:** You agree to comply with all applicable local, state, national, and international laws and regulations regarding your use of the Digi-CRM service, including data privacy and anti-spam laws.

7. Intellectual Property

- **Digi-Haze IP:** All rights, title, and interest in and to the Digi-CRM service, including all software, technology, content, and trademarks ('Be Seen in 'The Cloud!'), are and will remain the exclusive property of Digi-Haze and its licensors.
- **Client Data:** You retain all rights to your Content. By using the service, you grant Digi-Haze a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, and display your Content solely for the purpose of operating and providing the Digi-CRM service to you.

8. Confidentiality

Both parties agree to keep all confidential information obtained from the other party confidential and not to disclose it to any third party, except as required by law or with the other party's prior written consent.



9. Disclaimer of Warranties

The Digi-CRM service is provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Digi-Haze does not warrant that the service will be uninterrupted, error-free, secure, or that any defects will be corrected.

10. Limitation of Liability

In no event shall Digi-Haze, 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.

Our total liability to you for any claim arising out of or relating to these Terms or your use of the Digi-CRM service will not exceed the amount paid by you for the service in the **three (3) months** immediately preceding the event giving rise to the claim.

11. Indemnification

You agree to defend, indemnify, and hold harmless Digi-Haze and its licensees and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms; or c) Content posted on the Service.



12. Governing Law and Dispute Resolution

These Terms shall be governed and construed in accordance with the laws of the **Commonwealth of Virginia**, United States, without regard to its conflict of law provisions. Any dispute arising from or relating to the subject matter of these Terms shall be subject to the exclusive jurisdiction of the state and federal courts located in **Norfolk, Virginia**.

13. Changes to These Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will 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.

14. Miscellaneous

- **Entire Agreement:** These Terms, together with your chosen package documentation, constitute the entire agreement between you and Digi-Haze regarding your use of the Digi-CRM service.
- **Waiver and Severability:** 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.
- **Assignment:** You may not assign or transfer these Terms, in whole or in part, without our prior written consent. We may assign these Terms at our discretion.



By subscribing to Digi-CRM, you acknowledge that you have read, understood, and agree to be bound by these Terms & Conditions.

Thank you for choosing Digi-Haze! Be Seen in 'The Cloud'!

Digi-Haze Digital Services & Marketing Agency

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