

Adviser365 Terms of Service

Last Updated: 04/06/23

The following Terms of Service (hereinafter referred to as "TOS" or "Agreement") set forth the terms and conditions governing your Adviser365 account provided by Adviser365. Together with our Terms of Use and Privacy Policy, these Terms of Service govern your use of the Adviser365 website, its products, and materials (collectively, the "Site").

1. Description of Service

Adviser365 provides users with licensed access to an all-in-one marketing software designed to organize business contacts and save time by automating sales and marketing tasks in one system. This includes, but is not limited to, text messaging, sending emails, and making phone calls. The software is intended for entrepreneurs and businesses, including functionalities such as a Contact Manager (CRM) with SmartLists, Email, 2-way SMS, Outbound Calling, Call Tracking, Call Recording, Form Builder, Survey Builder, Funnel Builder, Website Builder, Online Scheduling, Automation Campaigns, Reporting, and more (collectively referred to as "Adviser365").

2. Acceptance of Terms

Use of Adviser365 is subject to these TOS. By using Adviser365, you agree to be bound by these terms and conditions.

3. Service Provision and Disclaimer

Adviser365 is provided "AS-IS." Adviser365 assumes no responsibility for the timeliness, deletion, delivery issues, or failure to store any user communications or personalization settings.

4. Changes to Terms and Services

Adviser365 reserves the right to modify these Terms at any time. Modifications will be effective immediately upon posting. Continued use of the Site constitutes acceptance of such changes. Adviser365 may also change or discontinue any aspect, service, or feature of the Site at any time.

5. Registration and Account Security

To use certain features of Adviser365, you may need to register for a user account ("User Account"). By registering, you agree to provide accurate, current, and complete information and to maintain and promptly update your information. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account. Adviser365 is not responsible for any unauthorized use of your User Account. If you suspect unauthorized use, you must notify Adviser365 immediately at billing@adviser365.app.

6. Authorisation Charges

An authorisation charge may be applied when you purchase our product to verify your card. This charge will be refunded immediately, but some transactions may take 2-4 business days to reflect in your bank account.

7. User Content Guidelines

You are solely responsible for your use of any interactive areas on the Site, such as forums or comment sections. You agree not to post content that:

- Violates the rights of others.
- Is false, misleading, or inaccurate.
- Is offensive, vulgar, or profane.
- Advocates illegal activities or violence.
- Contains harmful or disruptive components.

Adviser365 reserves the right to remove any content that violates these guidelines and to monitor content submissions.

8. Intellectual Property Rights

All content on the Site, including text, graphics, logos, and software, is owned by or licensed to Adviser365 and is protected by copyright, trademark, and other intellectual property laws. You may not reproduce, distribute, or otherwise use any content without our express written permission.

9. Outbound Marketing Costs

Adviser365 offers exclusive wholesale rates for phone, email, and SMS services, which are billed separately from the monthly subscription fee. The rates are:

- Phone Calls: Outgoing at \$0.105/min, Incoming at \$0.0638/min, \$8.63/number.
- Text Messages (SMS): \$0.0593 per segment.
- Emails: \$0.0053 per email.

Additional fees may apply for various services such as call recording and SMS carrier fees.

10. Hardship Extension

Adviser365 users who have been with the platform for at least 6 months and face significant hardship may request a one-month extension of their subscription by emailing billing@adviser365.app with supporting documentation. Adviser365 will review requests on a case-by-case basis, and the decision is final and not subject to appeal.

11. Acknowledgment and Agreement

By purchasing any item, product, or event from this website, you acknowledge and agree to be bound by these Terms of Service, as well as our Refund Policy and Privacy Policy. If you do not agree to these policies, please refrain from using the Site.