

## **TERMS OF SERVICE**

Welcome to **TurboDocx**,

These **Terms of Service** (hereinafter referred to as the “**Terms**” or “**Terms of Use**” or “**Terms & Conditions**”) shall govern the relationship between **TURBODOCX, INC., having its principal office at 201 N US HIGHWAY 1 STE D10 #1085 Jupiter, FL 33477** (hereinafter referred to the “**Company**” or “**TurboDocx**” or “**us**” or “**our**” or “**we**”) and you (hereinafter referred to “**you**” or “**your**” or “**user**” or “**users**” or “**customers**”) and shall also govern your use of [www.TurboDocx.com/](http://www.TurboDocx.com/) (hereinafter referred to as the “**Website**” or “**Site**” or “**Platform**”).

TurboDocx is a templating platform that lets users create various documents, deliverables, and slide decks in a matter of minutes. (hereinafter referred to as the “**Service**”)

Please read these Terms carefully, as these, along with our **Cancellation & Refund Policy** and **Privacy Policy** statement forms the entire agreement between you and TurboDocx. If you do not accept these Terms in its entirety, then you may not use the Site or avail any of our services.

Additionally, your use of our services shall be governed by our **Cancellation & Refund Policy** and **Prohibited Content Policy**, and how we collect, use, store, share and transmit your data is governed by our **Privacy Policy** statement. These **Terms of Service** shall be read in conjunction with our **Cancellation & Refund Policy**, **Prohibited Content Policy** and **Privacy Policy** statement.

### **1. Acceptance of the Terms of Service**

By registering on or accessing or using the services on our Website in any way or by clicking on a button or taking similar action to signify your affirmative acceptance of these Terms, you hereby represent that:

- i. You have read, understood, and agreed to be bound by these Terms and any future updates and additions to these Terms, as published from time to time at the Website.

- ii. You are of **sound mind** and at least of the **age of majority** as per the laws of the State that you are subject to, in order to form a binding contract with us. Minors are not allowed to use our Platform without their parent/guardian's express written consent in which case the parent/guardian shall read, understand and consent to our Terms, Privacy Policy and other policies on behalf of their minor children, and such consent shall be received by us through such parent/guardian's email address.
- iii. You agree to use all our services strictly in accordance with the applicable laws, rules and regulations.
- iv. We must not have previously disabled your account for violation of law or any of our policies.
- v. You have read, understood and consented to our **Cancellation & Refund Policy, Prohibited Content Policy** as well as our **Privacy Policy** statement.

## 2. ACCOUNTS, PASSWORDS AND SECURITY

- a) **Account Registration:** To access various parts of the Site, and to avail various services of TurboDocx, you might be required to register and create an account on our Site. When setting up and maintaining your account, you must provide and continue to provide accurate and complete information about yourself. As part of the registration process, you will create a password and an account.
- b) **Social Media Signup:** Besides having the option to sign up using email, you also have an option of signing up using your Google account. In case you choose to sign up using your Google account, then in addition to these Terms and our Privacy Policy, you will also be subject to the terms and privacy policy of Google. We are not liable for the actions of Google.
- c) **Security:** You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your account, including, without limitation, all actions by sub-users registered under your account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss, damage or other liability arising from your failure to comply with this Section or from any unauthorized access to or use of your account.

- d) **Inaccurate Information:** If we have reasonable grounds to suspect that any of the information submitted by you is untrue, inaccurate, outdated, or incomplete, we may terminate your account and refuse current or future use of any or all of the services.
- e) **No Sharing of Password:** You must not share your login credentials with any third-party without our express written permission. We reserve the right to employ reasonable security measures to detect unauthorized login. *If you are found to be violating this Section, then your account will be suspended and/or terminated, without any refund of the unutilized portion of your subscription.*

### 3. Use of the Site and Services

#### i. Allowed uses:

- a) **Directions of Use:** You must follow any and all guidelines or policies or directions of use as associated with each of the services on the Site.
- b) **Information:** Whenever prompted, you must provide us with the correct, accurate and updated information.
- c) **Notify us:** You must notify us immediately of any breach of security or any unauthorized use/ access of your user account or any sub-user account (if any).
- d) **Material:** For the purposes of these Terms, “material” shall mean any text, video, graphics, sound material, published on the Website, whether a copyright of TurboDocx, its licensors or any third party. (Unless stated otherwise) You are not allowed to download or print the material, or extracts from it, in a systematic or regular manner or otherwise so as to create a database in electronic or paper form comprising all or part of the material appearing on the website. You must not reproduce any part of the website or the material or transmit it to or store it in any other website or disseminate any part of the material in any other form, unless we have indicated that you may do so.

#### ii. Restricted uses:

- a) You can't impersonate others, create duplicate accounts, or provide inaccurate information.

- b) You must not use our Platform to store or to process any “electronic Protected Health Information”, unless the allowed by the applicable law, in which case you must do the same strictly in boundaries of such applicable law.
- c) You must not resell our templates or designs or any part of the Services or our Site.
- d) You cannot use our Site or purchase our services for the purpose of resale;
- e) You cannot breach or circumvent or attempt to break or circumvent our authentication and security processes and measures of our systems or networks.
- f) You cannot reverse engineer or try to reverse engineer any of the proprietary/ intellectual property aspects of, including but not limited to the services, software, our platforms, networks, systems, etc., wholly or in part.
- g) You must not misuse or interfere with the Services or Website or try to access them using a method other than the interface and the instructions that we provide. You may use the Services only as permitted by law and as per the directions provided by us. Unless otherwise expressly stated, you may not access or reuse the Services, or any portion thereof, for any commercial purpose.
- h) You must not:
  - republish material from this Website;
  - sell, rent or sub-license material from the Website;
  - show any material from the Website in public without our consent;
  - edit or otherwise modify any material on the Website (other than editing your own information as per the method provided);
  - reproduce, duplicate, copy or otherwise exploit material on our Website for a commercial purpose; or
  - redistribute material from the Website, except for content specifically and expressly made available for redistribution with our written consent and according to our terms;
  - infringe or violate our Intellectual Property Rights or Intellectual Property Rights of our licensors or any third party;

- We reserve the right to restrict your access to any areas of our Website, or indeed our whole Website, at our discretion.
- i) You must not use our Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- j) You cannot access, use or tamper with the non-public areas of any of our software, platforms, networks or our systems.
- k) You must not use our Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- l) You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Website, without our express written consent.

In case of your violation or non-compliance of any of the terms mentioned in this Terms of Service, we reserve the right to suspend or terminate your account or your access to the Website or our services, at our sole discretion, and in such cases you will also not be entitled to receive a refund for the unutilized portion of your subscription.

#### **4. License**

Please note, our Site, software and all of its services, features and functionalities (including templates and designs) are being provided to you strictly on a non-exclusive license basis. These are not sold to you. Specifically, we only grant you a limited, personal, non-exclusive, non-transferable, revocable right to use and/or access the Services. We reserve the right to revoke this license if at any time you are found to be misusing our services or breaching these Terms or violating any applicable law.

#### **5. Ownership Rights**

- a) **Our Rights:** This Website, software, its logos, its content, templates, designs, trademarks, trade dress, trade name, all of our services as purchased by you, shall remain the sole property of TurboDocx or its licensors (*as the case may be*). Your use of or access to this Website or availing of the services shall not in any way transfer or assign to you any ownership or other proprietary rights in or to this Website, services, template, formats, designs, any content published by us or our licensors or third parties. This Website, services and the content, including but not limited to the trademark, logo, copyright, design, layout, typography, underlying HTML, Javascript, text, audio clips, video clips and graphics, and in the expression of the information contained herein, whether as a compilation or otherwise is protected by relevant Intellectual Property laws, rules and regulations. Trademarks, trade names and designs appearing on this Website are the exclusive property of, or are licensed to TurboDocx and are protected. **No use of a trademark, trade dress, trade name or design appearing on this Website or our services may be made without the prior written permission of TurboDocx.**
- b) **Your Rights:** You shall at all times remain the owner of the content that you upload on TurboDocx, and nothing in these Terms shall take away any right that you have with respect to your own content. We maintain the confidentiality of your content and do not share the same with anyone. You are allowed to move or delete your content or your account from our platform at any time at your sole discretion.

## 6. Privacy

In order to see what data we collect and how we use or store or share such data, please refer to the detailed **Privacy Policy** statement available on our website.

## 7. Links to Third-party Sites

The website might contain links to third-party websites or services. *For example, the Website works with third party payment service providers to provide you the most convenient payment options.* Such third-party links are not under the control of TurboDocx, and TurboDocx is not responsible for any third-party links. TurboDocx provides access to these third-party links only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to

third-party links. You shall use all third-party links at your own risk, and should apply a suitable level of caution and discretion in doing so. Whenever you click on such links, you may be taken to such a third-party website, and you get out of the jurisdiction of our website. Therefore, you shall be governed by the terms of service, privacy policy and other policies of such third-party websites and we suggest that you read those policies. **In case of any damage due to such action of third-party links or inaccuracy of content or wrong information, TurboDocx shall not be responsible.**

## 8. Payments

All paid subscription plans are subject to acceptance and availability, and you agree to pay for the paid plans that you purchase on our website, and you authorize us (*or our third-party payment service providers*) to charge your debit or credit card or process other means of payment for those payments. You shall be responsible to borne all the applicable taxes and duties (*wherever applicable*). All subscription plans renew automatically at the end of the current billing cycle. We reserve the right to modify the prices of our subscription plans, or discontinue certain subscription packages (including free plan) or certain part of our services, at any time at our sole discretion, without any prior notice. To see the terms of cancellation and refund, please refer to our **Cancellation & Refund Policy**.

## 9. Responsibility of Data Management

You are solely responsible for the personal information and other data shared by you at our platform while availing our services. Please refer to our Privacy Policy to familiarize yourself with the terms and conditions of collection, use, storage and disclosure of your information in respect of use and access of our services. You are responsible for the protection of your personal data like login id, password, and other sensitive information. In case of un-subscription of or from any service, you are responsible for erasing all your personal data in your account. You are solely liable for storing and managing the data and information that is stored on your account. We expressly disclaim any obligation or consequent liability and shall not be responsible for the loss or management of such data.

## 10. Disclaimer

- a) The site, and all its services are provided on an “as-is” and “as available” basis, and TurboDocx (and our licensors and affiliates) expressly disclaim any and all warranties and

conditions of any kind, whether express, implied, or statutory, including all warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We (and our licensors and affiliates) make no warranty that the Site or service will meet your requirements or likeness, will solve a particular purpose, will be available on an uninterrupted, timely, secure, or error-free basis, or will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe.

- b) TurboDocx does not warrant that the Services: (i) will perform error-free, deficient-free or uninterrupted, or that TurboDocx will correct all or any errors, deficiencies or defects, in any or all events; and (ii) will meet your requirements, specifications or expectations.
- c) Services may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Consequently, we are not responsible for (i) any delays, delivery failures, or other damages as a result; (ii) issues related to the performance, operation or security of the Services, any web-based or mobile application, software and cloud services and other related or pertinent content/ services that arise as a consequence therefrom.

## **11. Limitation of Liability**

- a) To the maximum extent permitted by law, in no event shall our Company (or our licensors or affiliates) be liable to you or any third party for any lost profits, lost data, costs of procurement of substitute services, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms or your use of, or inability to use or purchase from, the Site, even if TurboDocx has been advised of the possibility of such damages. Access to, and use of, the Site is at your own discretion and risk, and you will be solely responsible for any damages resulting therefrom.
- b) To the maximum extent permitted by applicable law, notwithstanding anything to the contrary contained herein, our liability to you for any damages arising from or related to these Terms (for any cause whatsoever and regardless of the form of the action), will at all times be limited to the amount of subscription that you paid to us in the last **6 (six) months** from the date of such claim. The existence of more than one claim will not enlarge this limit.
- c) TurboDocx offers templates solely for the purpose of showcasing the capabilities of our product. These templates are provided as examples and do not come with any warranties, expressed or



implied. It is strongly recommended that users thoroughly review each template provided by TurboDocx with the assistance of an attorney or a legal team. This review is essential to ensure that the templates comply with the laws and regulations applicable in your specific jurisdiction and are enforceable in your jurisdiction. TurboDocx explicitly disclaims any warranties, including but not limited to, fitness for a particular purpose, accuracy, completeness, or reliability of the templates. You acknowledge that TurboDocx makes no guarantees regarding the templates' suitability for any specific use or legal compliance. TurboDocx shall not be held liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to, loss of profits, data, or business opportunities, arising from the use or reliance on the provided templates. This limitation of liability applies regardless of the legal theory under which the claim arises, whether in contract, tort, or otherwise. You agree to indemnify and hold harmless TurboDocx, its officers, directors, employees, and affiliates from any claims, losses, damages, liabilities, costs, or expenses arising from their use of the templates, including but not limited to, any claims brought by third parties. In the event that any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

## **12. Legal Action**

If you are found to be degrading, tarnishing, maligning the image, goodwill or reputation of **TurboDocx** by spreading hate, insulting, false, fake reviews or engaging in mala fide actions against the above, strong legal actions will be taken immediately.

## **13. Indemnity**

You acknowledge to defend, indemnify and hold TurboDocx, its affiliates, subsidiaries, directors, officers, employees, agents, partners, and any other licensors (hereinafter referred to as “**Indemnified Party**”) harmless from and against any claim, disputes, fine, liability, demand or expense, including reasonable Attorney’s fee, made by a third party, relating to, or arising from:

- a) Your violation of ours or any third-party right;
- b) Your wrongful or improper use of our services, or Site;
- c) Your violation of any applicable laws, rules or regulations;

- d) Your violation of these Terms or any other policy of ours as associated with our services;
- e) The indemnifications set forth above will survive the termination or expiration of these Terms and/or your use of our services.

#### **14. Governing Law and Dispute Resolution**

- i. **Governing Law:** The Terms and any dispute arising from the same will be governed by applicable laws of the **State of Florida**.
- ii. **Exclusive Jurisdiction:** All disputes must first be attempted to be resolved amicably, failing which, such controversy, conflict or dispute shall be finally settled by bringing it exclusively before the appropriate courts or tribunals located in **Jupiter, Florida**.
- iii. **Waiver of Jury Trial:** YOU AND US HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JURY. YOU AND TURBODOCX ARE INSTEAD ELECTING THAT ALL CLAIMS AND DISPUTES ARISING OUT OF OR IN RELATION TO THESE TERMS BETWEEN YOU AND TURBODOCX, SHALL BE RESOLVED BY A JUDGE.
- iv. **Waiver of Class Action and Relief:** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THESE TERMS MUST BE ADJUDICATED ON AN INDIVIDUAL BASIS AND NOT ON A COLLECTIVE CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE USER CANNOT BE LITIGATED OR CONSOLIDATED WITH THOSE OF ANY OTHER USERS.

#### **15. Notices**

When you use the website or send emails to TurboDocx, you are communicating with us electronically. You consent to receive physically or electronically any communications related to your use of this website. TurboDocx will communicate with you by email or by posting notices on this website. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. We may give notice by means of a general notice via electronic mail to your email address as available with us. If you want to give a notice to us, you can do so by dropping an electronic mail to [team@turbodocx.com](mailto:team@turbodocx.com).

## 16. Miscellaneous

- i. **Independent Legal Advice:** It is your obligation to obtain independent legal advice at your own expense to ensure you understand the provisions of these Terms.
- ii. **Headings:** The section headings are for convenience only and shall not control or affect the meaning or construction of any provision of these Terms.
- iii. **Breach:** In case of any breach or threatened breach to the provisions of these Terms, we reserve the right to suspend your access to our Site or our Services, at our sole discretion. In such cases, you will not be entitled to receive a refund for the unutilized portion of your subscription.
- iv. **Severability:** If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of these Terms will continue in full force and effect.
- v. **Waiver:** Our failure to insist on or enforce strict performance of these Terms of Service shall not be construed as a waiver by us of any provision or any right that we have to enforce these Terms and nor shall any course of conduct between Company and you or any other party be deemed to modify any provision of these Terms.
- vi. **Survival:** Notwithstanding any other provisions of these Terms of Service, or any general legal principles to the contrary, any provision of these Terms of Service that imposes or contemplates continuing obligations on either party shall survive the expiration or termination of these Terms of Service, for any reason whatsoever.
- vii. **No Third-Party Beneficiaries:** Except as otherwise expressly provided in these Terms of Service or the Terms of Purchase, there shall be no third-party beneficiaries to these Terms of Service.
- viii. **No Assignment:** You may not assign these Terms of Service (or any rights, benefits or obligations hereunder) by operation of law or otherwise without the prior written consent of TurboDocx, which may be withheld at TurboDocx's sole discretion. Any attempted assignment that does not comply with these Terms of Service shall be null and void.
- ix. **Entire Agreement:** The **Terms, Cancellation & Refund Policy, Prohibited Content Policy, Privacy Policy**, together with any additional terms and conditions incorporated herein or

referred to herein constitute the entire Agreement between TurboDocx and you, relating to the subject matter hereof, and supersedes any prior understanding or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on our Website.

- x. **Force Majeure:** TurboDocx and its third party service providers will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, power failures and government-imposed lockdowns or similar restrictions.
- xi. **Updates to these Terms:** We may add to or change or update these Terms at any time, from time to time, entirely at our own discretion, with or without any prior written notice. You are responsible for checking these Terms periodically. Your use of the Site or our Services after any amendments to the Terms shall constitute your acceptance to such amendments.

#### 17. **Grievance Officer/Designated Representative**

In the event you have any grievance regarding anything related to these **Terms or Cancellation & Refund Policy or Prohibited Content Policy or Privacy Policy**, or with any content or service of TurboDocx, in that case you may freely write your concerns to the Grievance Officer/Designated Officer at:

- **Name:** Nicolas Fry
- **Designation:** CEO
- **Email:** [team@turbodocx.com](mailto:team@turbodocx.com)
- **Postal:** 201 N US HIGHWAY 1 STE D10 #1085 Jupiter, FL 33477

#### 18. **Feedback and Information**

We welcome your questions or comments regarding the Terms. You can write to us via email: [team@turbodocx.com](mailto:team@turbodocx.com).

Last updated on **September 01, 2022.**