

Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE OR OUR SERVICES.

These Terms of Service define the terms by which you may use the **WorkFlowMania** website (including its various subdomains) (“Website”) and related service (the “Service”), and are an agreement between you and WorkFlowMania, (the Company, Website, and Service are collectively referenced as “we” or “us”). By using this Website and Service, you expressly acknowledge that you have read, accept, and agree to be bound by these Terms of Service, as well as any applicable laws hereunder. If you do not agree to these Terms of Service you should not use this Website and/or Service.

We may modify our Terms of Service at any time without notice or in our sole discretion, and any amendments will apply immediately. Your continued use of this Website and Service after any amendments shall signify your acceptance of the amendments. You should return to this page from time to time in order to ensure that you are aware of any changes. The [Privacy Policy](#) posted on our Website also forms part of these Terms of Service. We may at any time modify the Privacy Policy or introduce new policies regarding the use of this Website and Service. Any reference to our Terms of Service includes all such policies.

This Agreement applies to all visitors, registered users, and subscribers who access our Website or Service.

1. Our Service

Our Service **WorkFlowMania** is a web based platform specially designed and developed to manage repair shop interactions with customers. It helps to create, manage and track customer based service tickets and work flows while providing the customers with accountability and responsiveness they deserve.

When you subscribe to our Service you are able to create and manage your repair shop, customers, staff, tickets and workflows. You can schedule repair workflows and assign to required staff. You can also plan hourly schedules in the Planner.

The Service also generates various reports that highlight the shop’s repairing activity over time. The types of reports generated relates to Tickets, Sales, Parts and Inventory.

2. Registration

You need to register, create an account, and become a subscriber. When you register, you will be asked to provide the following information: first and last name, email, shop type, store name and address.

When you register, you will be required to select a password. You should not disclose your password to any third party. You are solely responsible for keeping your password confidential and for the activity that occurs on your account. We will never ask you to send your password or other sensitive information to us in an email. If you suspect any unauthorized use of your account or access to your password, please change your password immediately and contact us. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security. You are solely liable for any loss or damage arising from your failure to comply with this Section 2.

All information provided by you in your registration must be truthful and complete. We may suspend or cancel your registration without notice if we have any reason to believe that this is not the case. In addition, we may suspend or cancel your registration with us at any time without prior warning if you fail to comply with these Terms of Service, without limiting any other remedies to which we may be entitled. In addition, if we determine that you have committed fraud or engaged in any other illegal activity, we may report you to the appropriate law enforcement authorities.

Only adults, who are at least eighteen (18) years of age, are eligible to register and use our Website and Service. In addition, you must be fully competent to enter into and to comply with the terms, conditions, obligations, representations, and warranties set forth in these Terms of Service. By registering and using our Website and Service, you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Service and can abide by all of the terms and conditions set forth therein.

3. Subscription terms

1. **Access:** We grant access to use our Services on per-store basis.
2. **Scope of Subscription:** We grant each subscriber a non-transferable, non-exclusive license to (a) access, use, and display our Services for your business purposes; (b) to upload and store data and content into your account on our host server; and (c) to use, display, and make copies of any documentation about our Services for your internal business purposes only.
3. **Restrictions:** You may not share, rent, resell, lease, sublicense, or otherwise permit any third party to access, use, or display our Services. The Services and the underlying software platform (the “Software”) contain our trade secrets and in order to protect those trade secrets, you agree not to take any action to reverse engineer, compile, translate, disassemble, copy, or create derivative works of the Software in whole or in part, nor to permit any third party to do so.
4. **Trial Period:** Trial period is for 15 days and after which you need to make the relevant payment based on the plan packages mentioned in our website. The plan packages may vary from time to time. We accept all major credit cards for payment. All payments are non-refundable.
5. **Price:** The price for the product is \$199 per year.
6. **Cancellation:** You may cancel your subscription at any time by emailing or contacting us by phone. We also reserve the right to cancel your subscription at any time in the event that you materially breach any term or condition of our Terms of Service. All cancellations will be effective immediately.

4. Operation of Our Website and Service

We make commercially reasonable efforts to maintain our Website and Service and to keep them operating on a 24 hour, 7 day a week basis, free from bugs, errors, technical problems, or defects. If, at any time in the future, we identify any bugs, errors, technical problems, or defects, then we will assign technicians to address and resolve the issue at our discretion.

If you become aware of an error, bug, or other technical problem, then you should notify us immediately of the incident and provide us with the following information:

1. Description of the Incident. The specific sequence of events which generated the incident, and a full description;
2. Description of Error Message. The exact wording of any error messages, if applicable; and
3. Description of Discovery of Incident. Any special circumstances surrounding the discovery of the incident for which you are seeking technical support.

We cannot guarantee that your access to the Website or Service will be uninterrupted, or that the Website and Service will be available at all times. We disclaim any and all liability or responsibility for any delay, interruption, or downtime.

We make commercially reasonable efforts to ensure that our Website and Service are protected from viruses and other destructive software, but we cannot guarantee that either will at all times be free from viruses. We urge you to use reasonable care in downloading information. We can assume no responsibility for any damage to computer equipment or other property that may result from the use of the Website and Service or as a result of downloading from the Website and Service.

5. Acceptable Use Policy

Our Website and Service should only be used for lawful purposes. We specifically prohibit any other use of the Website and Service, including but not limited to the following:

1. Impersonation; Misrepresentation: Posting or submitting to the Website and Service any information in which you impersonate or claim to be any third party, or in which you misrepresent your affiliation with another person or entity;
2. Providing Unauthorized Access to the Website and Service: Disclosing or sharing your password with any third party or allowing such third party access to the password-protected features of the Service;
3. Sending Unsolicited Communications through the Service: Sending unsolicited emails or other communications through our Service to third parties;
4. Objectionable Communications through the Website and Service: Posting content or initiating communications which are unlawful, libelous, abusive, obscene, discriminatory, or otherwise objectionable;
5. Illegal Activity: Using the Website or Service for any illegal purpose;

6. Disclosing Confidential Information without Permission: Sharing information or initiating communications containing information you are under an obligation not to disclose;
7. Uploading or Sending Infringing Content: Uploading or sending infringing content through the Service;
8. Tampering with the Website or Service: Taking any action that disrupts, tampers with, interferes, or imposes an unreasonable burden on the Website's or our software platform's infrastructure, servers, data, or network or those of any third party via our Service;
9. Using Unauthorized Search Tools: Using or attempting to use any engine, software tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Website or platform other than generally available third party browsers (including but not limited to Internet Explorer, Firefox, and Safari);
10. Uploading Viruses: Uploading any content that contains software viruses or any computer code, files, or programs designed to interrupt, destroy, or limit functionality of the Website or Service, or of any computer software, hardware, or telecommunications equipment;
11. Infringing Intellectual Property: Deciphering, decompiling, disassembling, copying, duplicating, aggregating, or reverse engineering any of the software, content, information, or other materials comprising or in any way making up part of the Website or Service;
12. Mining Data: Using any means of automatically searching or mining data from the Website or Service, or in any way attempting to interfere with the proper working of the Website or Service; or
13. Scraping or Accessing through Automated Means: Attempting to scrape or access the Service through automated means other than an official API that we provide to you.

We reserve the right to suspend or cancel the account of any user who does not appropriately use the Website or Service. If you become aware of any inappropriate use, please notify us by email at support@workflowmania.com.

6. Intellectual Property

We or our licensors shall retain all right, title, and interest in the marks, logos, code, databases, content, text, designs, photos, and other materials posted to our Website, made available through our Service, and comprising our software platform, as well as any landing pages, social media pages, or other feeds set up on behalf of our Company or our Website (collectively "Intellectual Property"). Except as otherwise expressly stated herein, you may only display, view, and listen to the Intellectual Property and you may not reproduce, display, copy, republish, download, upload, post, transmit, publicly perform or display, distribute, create derivative works of, misappropriate, or otherwise use for any purpose any portion of our Website, the Service, the software platform, our landing pages, our social media pages, or our feeds without the express written consent of us or our licensors as appropriate. Using the Intellectual Property on any other Website or Service for any commercial purpose is expressly prohibited.

7. Intellectual Property Infringement Complaints

We respect the intellectual property rights of others. Materials contained on the Website are protected under copyright and other laws of Australia and under international conventions and similar laws abroad. If you ever suspect that your intellectual property has been copied in any manner that constitutes intellectual property infringement, which is in any way relevant to this Website or Service, then please notify us immediately, providing the following information:

1. Identification of the Intellectual Property. The name of the owner of the intellectual property and a signature of the person authorized to act on behalf of the intellectual property interest, which is alleged to be infringed;
2. Description of Infringed Right. A description of the intellectual property right that you claim has been infringed;
3. Location of Infringing Item. A description of where the allegedly infringing item is located on the Website;
4. Contact Information. Your address, telephone number, and email address; and
5. Statement under Penalty of Perjury. A statement by you confirming that you are the intellectual property owner or are authorized to act on the intellectual property owner's behalf, made under penalty of perjury.

8. Third Parties

Your dealings with any third party with whom you connect or do business through this Service are solely between you and such third party. Our Service provides the tools by which you can communicate effectively and professionally with such third parties, but we are not a party to any agreement that you enter into with a third party through our Service, nor are we in any way involved with such third party relationship.

You are solely responsible for exercising common sense and reasonable caution in any dealing with any third party business, individual, or platform, which whom you are connected through this Service. You agree that we will not be responsible or liable for any loss, damage, or other liabilities incurred as a result of your interactions with such third parties. You assume the sole risk of loss and liability for your interaction with any third party. In the event that you ever have a complaint against such third party, you should contact such third party directly regarding your issue.

9. Security

We have implemented commercially reasonable security measures but cannot provide any guarantees that unauthorized third parties will never be able to defeat those measures or use your personal or business information for improper purposes. You acknowledge and agree that any personal or business information that you upload to our Service is provided at your own risk.

10. Warranty; Disclaimer

Your use of this Website and Service shall be at your sole risk. You solely assume all risks of deciding to use our Service, uploading your Content to our Service, and storing your Content on our host server. You also solely assume all risks with respect to accurately entering information for a particular position and manually entering applicant information regarding a particular application into our System.

We cannot warrant that that your access to the Website or our Service will be continuous, uninterrupted, bug-free, error-free, virus-free, free of defects, or free of technical problems, or that any functionality on our Website or Service will operate in time for you to meet any deadline. We cannot warrant that any information or Content that you upload to our Service will be completely secure and never accessible by any unintended third party, nor can we warrant that that the Content that you upload to our Service will not be lost or deleted due to a hardware or software failure, security issue, or software virus. We will, however, use reasonable care to provide uninterrupted, bug-free, error-free, secure Service, and to back-up all Content.

TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liability; Consequential Damages

You agree that the Company, Website, and our Service will not be liable to you for any direct or indirect, consequential, special, punitive, or exemplary damages, arising out of or in connection with the use of this Website or Service, including but not limited to damages for loss of profits, loss of data, loss of business or anticipated savings, loss of goodwill, loss of use, or other intangible losses (even if we have been advised of the possibility of such damages).

12. Indemnification

By using our Website and Service, you agree to indemnify, defend, and hold harmless the Company, Website, and Service, as well as our officers, employees, independent contractors, representatives, agents, other users, and visitors against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, or demands suffered, incurred or arising from or in any way related to your use of this Service.

13. Feedback; Idea Submissions

We are pleased to hear from you and welcome your feedback about the Website and our Services. If you provide any feedback to us, you agree that all such feedback will not be subject to any obligation of confidence by us, and that we will not be liable for any use or disclosure of the feedback. Also, you agree that we may use any such feedback to make improvements to our Website and Service at our sole discretion without any obligation to you.

In the event that you submit any ideas to us about the Website or our Service, you grant to us an exclusive, perpetual, royalty-free, transferable, worldwide license with the right to grant sublicenses to use, display, copy, publish, republish and to incorporate into our Intellectual Property your idea.

14. Miscellaneous

We reserve the right to discontinue this Website and our Services at any time in our sole discretion. You agree that we may assign these Terms of Service without prior notice to a successor entity in the event of a merger, acquisition, or sale of all or part of our business. No waiver of any breach of the Terms of Service, no matter how long continuing or how often repeated will be deemed a waiver of any subsequent breach, nor shall any delay or omission to exercise any right, power, or privilege hereunder be deemed a waiver of such right, power, or privilege. If any section of these Terms of Service is held to be unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining paragraphs shall not be affected by such holding. The meaning of that section shall be construed to the extent feasible to render the section enforceable and to give effect to the Parties' intentions as reflected in the section. If no feasible interpretation would save such section, it is to be severed from the remainder of these Terms of Service, which are to remain in full force and effect. The Terms of Service constitute the entire agreement with you and us with respect to the subject matter set forth herein. The section headings and subheadings contained in these Terms of Service are included for convenience only and shall not limit or otherwise affect these Terms of Service.

15. Governing Law; Dispute Resolution

The Website and our Service are controlled by **WorkFlowMania**. These Terms of Service and any agreements with **WorkFlowMania** shall be governed by and construed in accordance with the laws of United States of America. All disputes arising under this Agreement will be heard in United States and resolved in accordance with US law.

16. Contact Us

In the event that you have any questions about these Terms of Service, or that you need further assistance with respect to the access or use of the Website or Services, please contact us at:

WorkFlowMania

17. Effective Date

These Terms of Service were last modified on the 1st November, 2014.