

The following terms and conditions (“Terms of Service”) govern the usage of content available at or through Trujay website ( “Website” ) and Trujay service ( “Service” ), owned and operated by Trujay, LLC. Violation of any of the terms below will result in the termination of your account relating to Trujay service ( “Account” ). It is highly recommended that you read these Terms of Service before using the Service.

# 1. GENERAL TERMS

## 1.1. ACCEPTANCE OF TERMS

1.1.1. You must read, agree with, and accept all of the terms and conditions contained in the Terms of Service, [Service Level Agreement](#) and [Privacy Policy](#) before you become a Trujay user.

1.1.2. The failure of Trujay, LLC to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service incorporate the entire agreement between you and Trujay, LLC and govern your use of the Service, superseding any prior agreements between you and Trujay, LLC (including, but not limited to, any prior versions of the Terms of Service).

## 1.2. MODIFICATION OF TERMS

1.2.1. Trujay, LLC reserves the right to temporarily or permanently modify or discontinue these Terms of Service at any time, with or without notice. Any modifications, such as augmentation or enhancement of the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service shall constitute acceptance of the Terms of Service as modified.

## 1.3. COPYRIGHT AND CONTENT OWNERSHIP

1.3.1. We claim no intellectual property rights over the data you provide to the Service. Your profile and data uploaded remain yours. When taking part in surveys or providing testimonials, you agree to allow Trujay, LLC to publish the Data without your prior consent.

1.3.2. Trujay does not pre-screen Data, but Trujay, LLC and its designee have the right (but not the obligation), in their sole discretion to refuse or remove any Data that is available via the Service.

1.3.3. The look and feel of the Service is copyright © 2021 Trujay, LLC. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, JavaScript, or visual design elements or concepts without written permission from Trujay, LLC.

## 2. SERVICE SPECIFIC TERMS

### 2.1. ACCEPTANCE OF SERVICE

2.1.1. Your use of the Service is at your sole risk. The service is provided on an “as is” and “as available” basis.

2.1.2. While Trujay, LLC prohibits offensive conduct and content on the website and Service, you understand and agree that Trujay cannot be held responsible for the information you might be exposed to.

2.1.3. You understand that Trujay, LLC uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

2.1.4. You understand that the technical processing and transmission of the Service, including your Data, may be transferred unencrypted and involve:

I) Transmissions over various networks;

II) Changes to conform and adapt to technical requirements of connecting networks or devices. This does not include payment information, which is transferred encrypted.

2.1.5. You expressly understand and agree that Trujay, LLC shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to,

damages for loss of profits, goodwill, use, data or other intangible losses (even if Trujay has been advised of the possibility of such damages) resulting from:

I) The use or the inability to use the service;

II) The cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;

III) Unauthorized access to or alteration of your transmissions or data;

IV) Statements or conduct of any third party on the service.

2.1.6. Trujay, LLC does not warrant that the Service will meet your specific requirements, be uninterrupted or error-free.

## 2.2. MODIFICATION OF SERVICE

2.2.1. Trujay, LLC reserves the right to modify or terminate the Service for any reason, without notice at any time.

2.2.2. We may, but have no obligation to, remove Data and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

2.2.3. All prices on the Service are subject to change without prior notice from Trujay, LLC. If such notice is due, it may or may not be provided at any time by Trujay, LLC or the Service itself.

2.2.4. Trujay, LLC shall not be liable to you or to any third party for any modifications, price change, suspension or discontinuance of the Service.

## 2.3. USER OBLIGATIONS

2.3.1. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, Trujay, LLC as a company, or any other Trujay, LLC service or product.

2.3.2. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, usage of the Service, or access to the Service without written permission from Trujay, LLC.

2.3.3. You must not upload, post, host, or transmit unsolicited e-mail, SMS, or “spam” messages through or to the Service, or on the Website.

2.3.4. You must not transmit any worms or viruses or any code of a destructive nature through the Service or Website.

2.3.5. If you become aware of any issues with the Service that result in the improper functioning of the Service, you are bound to inform Trujay, LLC instantly. If no such notice is provided, the Service cannot be held responsible for the due consequences.

2.3.6. Trujay, LLC guarantees the highest Service security standards; therefore you are obliged to follow the highest level of security and control of any third parties or hostile software on your part. Any kind of in observance of the rules will result in our inability to provide with high-level service, for which Trujay, LLC shall not be held responsible.

## 2.4. ACCOUNT TERMS

2.4.1. When registering a new Account you are bound to meet the following terms:

I) You must be 18 years or older to use the website

II) You must be a human. Accounts registered by “bots” or other automated methods are not permitted

III) You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process and provide all the necessary details to the support center

IV) You are responsible for maintaining the security of your Account and the accompanying password (the "Password"). Trujay, LLC cannot and will not be liable for any loss or damage from your failure to comply with this security obligation

V) You are responsible for all the Data posted and activity that occurs under your account

VII) You may not use your Account for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws)

2.4.2. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Trujay customer, employee, member, or officer will result in the immediate Account termination.

2.4.3. Trujay, LLC in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Trujay service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to the Account, and the forfeiture and relinquishment of all Content in your Account. Trujay reserves the right to refuse service to anyone for any reason at any time.

2.4.4. By providing Trujay with the Account information for any of your websites, you're agreeing to allow Trujay to log in to your account, view all account information, modify any other settings deemed necessary for automated interaction and otherwise the compatibility with the Service and/or send a data to/from the website on your behalf. Trujay, LLC does not know, keep or in any other manner get full access to your login and password information, but can only access your Account with your sole permission.

2.4.5. By registering an Account at Trujay, LLC website, you agree to occasionally receive newsletters, updates, information and notices, etc. with information that we deem to be of

interest to the authorized users of Trujay. If you do not want to receive newsletters and updates, you may unsubscribe any time based on your wish.

2.4.6. A breach or violation of any of the Account Terms as determined in the sole discretion of Trujay will result in an immediate Account termination.

## 2.5. SUPPORT TERMS

2.5.1. Technical support is available via email or live chat. Guaranteed response period is 24 hours (business days). Actual response period may vary.

2.5.2. Complaints about the accuracy of migrated data can be accepted within 30 days after Full Migration was completed. During this period, emergence, change, or destruction of data in the database can take place due to website usage. All these changes may distort the results of the migration. Therefore, Trujay must not be held responsible for any of the above-mentioned issues.

2.5.3. Questions about the Terms of Use should be sent to [support at trujay dot com]. We do not provide phone support at the moment. For more details on support service, see Service Level Agreement.

2.5.4. You must provide a timely response to the requests made by the Service Support Team. If no response is provided on your side, the issue in question shall be considered exhausted. In this case, we reserve the right to act on the problem using our own judgment or based on the previous agreement.

## 2.6. MIGRATION TERMS

2.6.1. The Service does not guarantee proper migration of the custom data, fields or information handled by third-party modules and/or contributions. Trujay, LLC supports standard CRM database schemes by default.

2.6.2. The Service does not guarantee the proper presentation of the migrated data on CRM using customized themes/templates. The data will be properly displayed only on default themes.

2.6.3. Custom data/fields can be included in the migration process on customer's demand for an additional charge. On this end, you need to send your request to [support at trujay dot com].

2.6.4. The Service does not guarantee a proper and full migration of your CRM data, if you change anything in the target CRM or import any data by yourself, use other migration tools, at the same time when our technicians provide your data import.

## 2.7. PAYMENT AND REFUND TERMS

2.7.1. All prices for the Service are provided in US currency (USD).

2.7.2. CRM migration is a one-time SaaS license and/or service (one migration for one SaaS and/or service fee), in some cases a SaaS fee, and in some cases additional service fees.

2.7.3. The Service is billed in advance and is non-refundable.

2.7.4. Trujay, LLC provides full 100% refund if there are any major technical issues with migrated data due to our fault, this has been verified and confirmed by Trujay engineers and can't be resolved within 5 business days since the first report by customer. After the refund is made Trujay stops taking any actions regarding refunded migration. Note: Trujay does not provide refunds for the commission of money transfer. The commission can vary depending on the payment method and the country of the payer.

2.7.5. Trujay, LLC does not provide refunds if Trujay tech engineers do not investigate any kind of issues with the Service.

2.7.6. Trujay, LLC does not provide refunds for Assisted Migration Service. 2.7.7. Trujay does not provide refunds for custom data migrations.

2.7.8. After the Service is completely provided only partial refunds (up to 30%) are possible since computing resources were already consumed.

2.7.9. After the full refund was issued the customer is obligated to delete all the migrated data, including images, MySQL dumps, CSV/XML files or backups, that contain these files.

2.7.10. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for the payment of all additional financial contributions, excluding only United States (federal or state) taxes.

## 3. PRIVACY & DATA PROCESSING

3.1. Data Privacy Agreement. To the extent Customer Content that includes Personal Information is sent by Customer through the Application Services and Customer's use of the Application Services involves transferring Personal Information outside the European Economic Area or Switzerland to any country not deemed by the European Commission as providing an adequate level of protection for personal data, the terms of the Data Processing Agreement found at <https://trujay.com/wp-content/uploads/2021/09/Data-Processing-Agreement.pdf> shall apply to such Personal Information and be incorporated into the Agreement. The Trujay, LLC GDPR Data Processing Agreement applies automatically to all users globally who register or sign NDA or an Account for it to comply with the GDPR. Under no circumstances will Trujay, LLC be deemed a "data controller" or a "business" with respect to Customer Content under the Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data on the free movement of such data, and repealing Directive 95/46/EC ("General Data Protection Regulation"), the California Consumer Privacy Act of 2018, or any relevant or replacement law or regulation. "Personal Information" means any Customer Content processed by Trujay, LLC pursuant to the Agreement, relating to an identified or identifiable natural person or household; where an "identifiable natural person" means an individual who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to the individual's physical, physiological, mental, economic, cultural or social identity.