



## Terms and Conditions

### ***Full Spectrum CRM, MVI Solutions Terms of Service***

Full Spectrum CRM reserves the right to change the Terms of Service from time to time without notice. Any new features that enhances the current Service, including the release of new features, shall be subject to the ***Terms of Service***. Continued use of the Service by you after any such changes shall constitute your consent to such changes.

## Defined Terms

***Required Account Information*** – Legal name, Corporate name, a valid email address, and any other information required in order to complete the Account Holder sign up process.

***Single Access*** – One Account may only be used by a single Account Holder.

***Content*** – All files uploaded to your Account, including but not limited to, spreadsheets, documents, pictures.

***Service*** – The online application and technology that is made available via Full Spectrum CRM.

***Account*** – The provision of Required Account Information, the ability to use and administrate the Service in compliance with these Terms of Service.

***Account Holder*** – An Account Holder is a registered user who has registered to use the Full Spectrum CRM. An Account Holder may not be crawlers, bots or other automated form or technology. An Account Holder may be a single person or legal entity. An Account Holder may only sign up for and maintain one account.

## Terms of Use

**Single Access** – An Account Holder must be one person of authorized age as defined herein. Multiple users sharing a single log in username and password are not permitted. Accounts who are sharing a single log in with multiple users are subject to deletion at Full Spectrum CRM's discretion.

**Security Obligation** – All Account Holders are responsible for maintaining the security of their account and password. Full Spectrum CRM cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

**Term Violation** – Any Violation of any of these Terms of Use will result in the termination of your Account as determined by Full Spectrum CRM in its sole discretion. Modifications; Reverse Engineering

**Account Usage** - If on a free trial, you are only permitted one FREE account per one individual user for a period of no more than 30 days. Any violation of this usage will result in termination of your Account(s).

**Content** – All Account Holders are responsible for all Content posted and activity that occurs under your account. Full Spectrum CRM cannot be responsible for the Content posted on the service. Account Holders retain all intellectual property rights to the Content they upload. Full Spectrum CRM may, but has no obligation to, remove Content and Accounts/Account Holders containing Content that Full Spectrum CRM determines in its sole discretion is/are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

**Own Risk** – All Account Holders agree to use the Service at their own risk.

**Age Restriction** - All users must be 18 years or older to use this Service and be a person. of Account Holders are allowed.

**Manner of Use** – Account Holders are not permitted to use the Service for any illegal or unauthorized purpose(s). Account Holders must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws, and applicable federal, state and local laws). All uses of the Service must comply with the CAN-SPAM Act.

**Bandwidth Usage** – Full Spectrum CRM reserves the right to disable your account or limit bandwidth usage should your bandwidth consumption exceed average usage (as determined by Full Spectrum CRM). Average bandwidth usage is currently determined to be 325 MB/month.

**Storage Usage** - Full Spectrum CRM reserves the right to disable your account or limit storage capacity should your storage exceed average usage (as determined by Full Spectrum CRM). Average storage is determined to be 500 MB.

**Access; Availability** - Account Holders or other third parties agree that it shall not cause or permit the modification, disassembly, reverse engineering of the Service or otherwise attempt to gain access to the source code of the Service. Account Holders may not modify, adapt, translate or create derivative works based on all or any part of the Service. Account Holder is responsible for all hardware and Internet service necessary to gain access to use the Service. Account Holder acknowledges that access to the Service are subject to reasonable pre-scheduled downtimes. Account Holder further acknowledges that mechanical, telecommunications, or software failures controlled by third parties or the Account Holder may render the Service unavailable for periods of time.

## Termination

Full Spectrum CRM reserves the right to suspend or delete or refuse future access, in its sole discretion, any Account Holder at any time. Termination of Service will result in the forfeiture and relinquishment of any and all Content and the deactivation and ultimate deletion of your Account or your ability to be an Account Holder. Full Spectrum CRM reserves the right to deny an Account Holder status to anyone at anytime.

## Agreement of Terms

You are agreeing to these terms and conditions if you have signed up for any plan, and have used or visited the Demo Account.

## Reservation of Rights

Customer shall keep the Applications free and clear of all claims, liens and encumbrances. Full Spectrum CRM owns and shall retain all proprietary rights, including all copyright, patent, trade secret, trademark and all other intellectual property rights, in and to the Service, and any corrections, bug fixes, enhancements, or other modifications to the Service, whether made/suggested by an Account Holder, Partner, Full Spectrum CRM or any third party. Account Holder acknowledges that the use granted under this Agreement does not provide Account Holder with title to or ownership of the Service, but only a right of limited use under the terms and conditions of this Agreement.

## No Warranty

Full Spectrum CRM provides no warranties, either express, implied or otherwise provided herein, and specifically disclaims all implied warranties, including the implied warranties marketability and fitness for a particular purpose. Not with standing anything to the contrary, Full Spectrum CRM provides no warranty to the end account holders, partners, third parties or users pursuant to this agreement and any representation to the contrary shall be null and void. FULL SPECTRUM CRM MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE AVAILABILITY OR UPTIME OF THE SERVICE.

## Service, Pricing Changes

Full Spectrum CRM reserves the right at any time to change, modify, delete or discontinue the price, including increasing or decreasing, features and scope of the Service at is sole discretion. Such changes may be in whole or in part of the Service.

## Severability

The failure of Full Spectrum CRM to enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between the Account Holder, and Full Spectrum CRM and govern your use of the Service, superseding any prior agreements between you and Full Spectrum CRM. Not limited to, any prior versions of the Terms of Service.

## Cancellations, Billing and Refunds

Full Spectrum CRM charges for its service on a monthly or quarterly basis and you will be billed in advance 15 days before month end. Monthly service fees do not include taxes, levies, or duties imposed by taxing entities, and you are responsible for payment of all taxes, levies, or duties. There are no refunds for cancellation of service for an unused month. For service upgrades, or downgrades.

## Limitation of Liability

Full Spectrum CRM shall not be liable to you or any third party for update, change in price, deletion inadvertently or on purpose, suspension or discontinuance of the Service. Account Holders hereby agree to and expressly understand that Full Spectrum CRM 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 Full Spectrum CRM has been advised of the possibility of such damages. Resulting from: the use or the inability to use the Service; the cost of procurement of substitute services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; unauthorized access to or alteration of your transmissions or data; statements or conduct of any third party on the Service; termination of your Account Holder status; or any other matter relating to the Service.

## Assignment

Full Spectrum CRM reserves the right to assign this Terms of Service Agreement and any rights or obligations hereunder without the prior written consent of the Account Holders as long as such Assignment does not violate Full Spectrum CRM Privacy Policy. The most current version of the Full Spectrum CRM Privacy Policy may be viewed here: [http://www.fullspectrumcrm.com/privacy\\_policy.pdf](http://www.fullspectrumcrm.com/privacy_policy.pdf)

## Corporate Address

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