

# Terms of Use

08/28/2017

## 1. About the Application

- 1.1. The Application is operated and offered by Ggs Tech Solutions, Inc. (hereinafter referred to as "GSGTECH", "we", "our" or "us") Access to and use of the Application, or any of its associated Products or Services, is provided by us. Please read these terms and conditions (the 'Terms') carefully. By using, browsing and/or reading the Application, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Application, or any of its Services, immediately.
- 1.2. GSGTECH reserves the right to review and change any of the Terms by updating this page at its sole discretion. When updates the Terms, it will use reasonable endeavors to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

## 2. Acceptance of the Terms

You accept the Terms by using or browsing the Application. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by in the user interface.

## 3. Subscription to use the Services

- 3.1. In order to access the Services, you may purchase a subscription through the Application (the '**Subscription**') and pay the applicable fee for the selected Subscription (the '**Subscription Fee**').
- 3.2. In purchasing the Subscription, you acknowledge and agree that it is your responsibility to ensure that the Subscription you elect to purchase is suitable for your use.
- 3.3. Once you have purchased the Subscription, you will then be required to register for an account through the Application before you can access the Services (the '**Account**').
- 3.4. As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself, such as identification or contact details.
- 3.5. Welcome to GSGTECH (the '**Application**'). The Application Our Application monitor, access and collect information and data about your users behavior and provide you perfect metrics with creative graphical interface and

info-graphics (the '**Services**'). To provide you better services we can access and monitor your user's devices or browsers in compliance with our Privacy Policy.

- 3.6. You warrant that any information you give to in the course of completing the registration process will always be accurate, correct and up to date.
- 3.7. Once you have completed the registration process, you will be a registered member of the Application and agree to be bound by the Terms. You will be granted immediate access to the Services from the time you have completed the registration process until the subscription period expires (the '**Subscription Period**').
- 3.8. You may not use the Services and may not accept the Terms if:
  - (a) you are not of legal age to form a binding contract with ; or
  - (b) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

#### **4. Your obligations**

4.1. You agree to comply with the following:

- a) You will use the Services only for purposes that are permitted by the Terms and any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
- (b) You have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services.
- (c) Any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify of any unauthorized use of your password or email address or any breach of security of which you have become aware.
- (d) Access and use of the Application is limited, non-transferable and allows for the sole use of the Application by you for the purposes of providing the Services.
- (e) You will not use the Services or the Application in connection with any commercial endeavors except those that are specifically endorsed or approved by the management of GSGTECH.
- (f) You will not use the Services or Application for any illegal and/or unauthorized use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Application.
- (g) You agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Application without notice and may result in termination of the Services. Appropriate legal action will be taken by for any illegal or unauthorized use of the Application.
- (h) You acknowledge and agree that any automated use of the Application or its Services is prohibited.

## 5. Payments

- 5.1. Where the option is given to you, you may make payment of the Subscription Fee by way of:
  - (a) Credit Card Payment ('**Credit Card**')
  - (b) PayPal
  - (c) Or any other lawful way approved and offered by GSGTECH
- 5.2. In using the Application, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the payment company or bank terms and conditions which are available on their services.
- 5.3. You acknowledge and agree that where a request for the payment of the Subscription Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Subscription Fee.
- 5.4. You agree and acknowledge that we can vary the Subscription Fee at any time and that the varied Subscription Fee will come into effect following the conclusion of the existing Subscription Period.

## 6. Refund Policy

**GSGTECH** will only provide you with a refund of the Subscription Fee in the event they are unable to continue to provide the Services or if our management makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances. Where this occurs, the refund will be in the proportional amount of the Subscription Fee that remains unused by the Member (the '**Refund**').

## 7. Copyright and Intellectual Property

- 7.1. The Application, the Services and all of the related products of are subject to copyright. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Application (including but not limited to text, graphics, logos, button icons, video images, audio clips, Application, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by **GSGTECH** or its contributors.
- 7.2. All trademarks, service marks and trade names are owned, registered and/or licensed by GSGTECH, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to use the Application pursuant to the Terms and print pages or reports from the Application.
- 7.3. You may not, without the prior written permission of and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Application which are freely available for re-use or are in the public domain.

## **8. Privacy**

GSGTECH takes your privacy seriously and any information provided through your use of the Application and/or Services are subject to our Privacy Policy, which is available at our website [www.gsgtech.io](http://www.gsgtech.io).

## **9. General Disclaimer**

9.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law (or any liability under them) which by law may not be limited or excluded.

9.2. Subject to this clause, and to the extent permitted by law:

- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
- (b) will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

9.3. Use of the Application and the Services is at your own risk. Everything on the Application and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of **GSGTECH**) referred to on the Application. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

## **10. Limitation of liability**

**GSGTECH's** total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you. You expressly understand and agree that GSGTECH, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

## **11. Termination of Services**

The Terms will continue to apply until terminated by either you or by as set out below. If you want to terminate the Terms, you may do so by:

- (a) not renewing the Subscription prior to the end of the Subscription Period;
- (b) providing with 30 days' notice of your intention to terminate; and
- (c) closing your accounts for all of the services which you use, where has made this option available to you.

Your notice should be sent, in writing, to via the 'Contact Us' link on our homepage.

## **12. Termination by GSGTECH**

Subject to local applicable laws, we reserve the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Application or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts our name or reputation or violates the rights of those of another party.

## **13. Indemnity**

You agree to indemnify **GSGTECH**, its affiliates, employees, agents, contributors, third party content providers and licensors from and against all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content, any direct or indirect consequences of you accessing, using or transacting on the Application or attempts to do so; and/or any breach of the Terms.

## **14. Governing Law**

The Terms are governed by the laws of Florida, USA. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.