

CoreTrakPro - Terms of Service

Welcome to CoreTrakPro!

1. Your relationship with CoreTrakPro

1.1 Your use of CoreTrakPro's products, software, services and web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by CoreTrakPro under a separate written agreement) is subject to the terms of a legal agreement between you and CoreTrakPro. We, CoreTrakPro, are publishers of sample or template contracts and other (legal) documents. We are not in any way providing legal advice or any legal services. Each of the documents available on our website is licensed to you on the basis that you obtain appropriate legal advice before using it and that you adapt it in order to meet your particular requirements and or state requirements (of which we do not, of course, have any knowledge). For the above reasons, we wish to emphasize that access to the documents is not sold on the basis that it is fit for any particular purpose or that its terms are legally valid and enforceable in any particular jurisdiction, and all liability in respect of these matters, including liability for economic loss, is excluded. CoreTrakPro's principal place of business is at 520 Eighth Avenue, New York, NY10018, United States. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

1.2 Unless otherwise agreed in writing with CoreTrakPro, your agreement with CoreTrakPro will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Terms".

1.3 The Terms form a legally binding agreement between you and CoreTrak Pro in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2 You can accept the Terms by:

(A) clicking to accept or agree to the Terms, where this option is made available to you by CoreTrakPro in the user interface for any Service; or

(B) by actually using the Services. In this case, you understand and agree that CoreTrakPro will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3 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 CoreTrakPro, or (b) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

3. Provision of the Services by CoreTrakPro

3.1 CoreTrakPro has subsidiaries and affiliated legal entities ("Subsidiaries and Affiliates"). Sometimes, these companies will be providing the Services to you on behalf of CoreTrakPro itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.

3.2 CoreTrakPro is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which CoreTrakPro provides may change from time to time without prior notice to you.

3.3 As part of this continuing innovation, you acknowledge and agree that CoreTrakPro may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at CoreTrakPro's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform CoreTrakPro when you stop using the Services.

3.4 You acknowledge and agree that if CoreTrakPro disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

3.5 You acknowledge and agree that while CoreTrakPro may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by CoreTrakPro at any time, at CoreTrakPro's discretion.

4. Use of the Services by you

4.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to CoreTrakPro will always be accurate, correct and up to date.

4.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

4.3 You are not permitted to: i) sell, lease, sublicense, loan, transfer or otherwise deal in any of the documents granted access to online, ii) publish any of the documents or any extracts from them on the internet, on any website or in any document which is generally available to the public. The access granted to you as purchaser is non-exclusive and non-transferable and only permits you to (a) load the documents on a computer system which is under your control, (b) print the documents for the use of the purchaser within the purchaser's organisation and (c) use the documents in one contract involving a third party.

4.4 You agree that you are solely responsible for (and that CoreTrakPro has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which CoreTrakPro may suffer) of any such breach.

5. Your passwords and account security

5.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

5.2 Accordingly, you agree that you will be solely responsible to CoreTrakPro for all activities that occur under your account.

5.3 If you become aware of any unauthorized use of your password or of your account, you agree to notify CoreTrakPro immediately at info@coretrakpro.com

6. Privacy and your personal information

6.1 CoreTrakPro is committed to privacy and subjects to the requirements of applicable law. By using our services you consent to our collection, storage and use of your personal information. CoreTrakPro may collect and store the following information: email address, physical contact information, details on your business, and (depending on the Service used) financial information such as credit card numbers. CoreTrakPro's primary purpose in collecting information is to provide you with a safe, smooth, efficient, and customized experience. This includes providing the Service and customer support; Resolve disputes, collect fees, and troubleshoot problems; Prevent potentially prohibited activities and enforce our Terms; Tell you about our services and those of our corporate family, service updates, and promotional offers; Compare information for accuracy. CoreTrakPro's site provides users the opportunity to opt-out of receiving communications from us and our partners.

6.2 CoreTrakPro will not sell or rent your personal information to third parties for their marketing purposes. You can assess and modify the information you provided. CoreTrakPro treats data as an asset that must be protected and use different tools to protect your personal information against unauthorized access and disclosure. However, third parties may unlawfully intercept or access transmissions of communications. Therefore, CoreTrakPro does not promise that your personal information will always remain private.

6.3 You agree to the use of your data in accordance with CoreTrakPro's privacy policies. If you have any questions, contact us at info@coretrakpro.com.

7. Proprietary rights

7.1 You acknowledge and agree that CoreTrakPro (or CoreTrakPro's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by CoreTrakPro and that you shall not disclose such information without CoreTrakPro's prior written consent.

7.2 Unless you have agreed otherwise in writing with CoreTrakPro, nothing in the Terms gives you a right to use any of CoreTrakPro's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

8. License from CoreTrakPro

8.1 CoreTrakPro gives you a personal, worldwide, non-assignable and non-exclusive licence to use the documents provided to you by CoreTrakPro as part of the Services as provided to you by CoreTrakPro. This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by CoreTrakPro, in the manner permitted by the Terms.

8.2 Because every document accessed through CoreTrakPro's license can be downloaded immediately, no cancellation right exists. We therefore regret that refunds are not normally possible and will only be made in exceptional circumstances, with CoreTrakPro's consent, when a purchaser has expressed his or her elucidated discontent.

9. Ending your relationship with CoreTrakPro

9.1 The Terms will continue to apply until terminated by either you or CoreTrakPro as set out below.

9.2 If you want to terminate your legal agreement with CoreTrakPro, you may do so by (a) notifying CoreTrakPro at any time and (b) closing your accounts for all of the Services which you use, where CoreTrakPro has made this option available to you. Your notice should be sent, in writing, to CoreTrakPro's address which is set out at the beginning of these Terms.

9.3 CoreTrakPro may at any time, terminate its legal agreement with you if:

(A) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

(B) CoreTrakPro is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or

(C) the provision of the Services to you by CoreTrakPro is, in CoreTrakPro's opinion, no longer commercially viable.

10. EXCLUSION OF WARRANTIES

10.1 NOTHING IN THESE TERMS, INCLUDING SECTION 11, SHALL EXCLUDE OR LIMIT CORETRAKPRO'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

10.3 IN PARTICULAR, CORETRAKPRO, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,

(B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND

10.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

10.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CORETRAKPRO OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

10.6 CORETRAKPRO FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED

WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. LIMITATION OF LIABILITY

11.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 10.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT CORETRAKPRO, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) 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 NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY CHANGES WHICH CORETRAKPRO MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

(II) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

(III) YOUR FAILURE TO PROVIDE CORETRAKPRO WITH ACCURATE ACCOUNT INFORMATION;

(IV) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

11.2 THE LIMITATIONS ON CORETRAKPRO'S LIABILITY TO YOU IN PARAGRAPH 11.1 ABOVE SHALL APPLY WHETHER OR NOT CORETRAKPRO HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

12. Copyright

By paying for a CoreTrakPro licence, you will be entitled to reproduce and adapt the document for use in your business for an unlimited number of transactions. The licence entitles you to use and adapt the document as a precedent in dealings with your clients, but it must not be displayed on any website that is accessible to the public. A CoreTrakPro licence is renewable after 12 months from the date of issue.

13. Advertisements

13.1 Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information.

13.2 The manner, mode and extent of advertising by CoreTrakPro on the Services are subject to change without specific notice to you.

13.3 In consideration for CoreTrakPro granting you access to and use of the Services, you agree that CoreTrakPro may place such advertising on the Services.

14. Other content

14.1 The Services may include hyperlinks to other web sites or content or resources. CoreTrakPro may have no control over any web sites or resources which are provided by companies or persons other than CoreTrakPro.

14.2 You acknowledge and agree that CoreTrakPro is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

14.3 You acknowledge and agree that CoreTrakPro is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

15. Changes to the Terms

15.1 CoreTrakPro may make changes to the Terms from time to time. When these changes are made, CoreTrakPro will make a new copy of the Terms available at www.coretrakpro.com.

19.2 You understand and agree that if you use the Services after the date on which the Terms have changed, CoreTrakPro will treat your use as acceptance of the updated Terms.

20. General legal terms

20.1 You agree that CoreTrakPro may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

20.2 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

20.7 The Terms, and your relationship with CoreTrakPro under the Terms, shall be governed by the laws of the State of New York without regard to its conflict of laws provisions. You and CoreTrakPro agree to submit to the exclusive jurisdiction of the courts located within the county of New York to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that CoreTrakPro shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

February 24, 2010