

Terms of Service

By using the ForecastTracker application called "Service" in this document, and all services of GRIP 4Sales B.V. called "GRIP 4Sales" in this document, you have agreed to be bound by the terms and conditions described in this document called the Terms of Service.

GRIP 4Sales has the right to update and change the Terms of Service from time to time without notice. Any new functionality or services that augment or enhance the current Service shall be subject to these Terms of Service. If you continue to use the Service after any such changes you agree to such changes and their meaning. The applicable version of the Terms of Service can be viewed at any time at: <http://www.grip4sales.nl>

Account Terms

1. To use this Service one must be 16 years of age or older.
2. You must provide all information requested in the sign-up process, including but not limited to your full legal name and a valid email address.
3. Automated methods of use of- or access to- the Service are prohibited.
4. You are provided with a login consisting of a user name and password combination.
5. A single login shared by multiple people is not permitted. Your login may only be used by one person. You may create separate logins to the account for as many people as you would like within the limitations of and subject to the pricing conditions of the plan you have subscribed to or will subscribe to.
6. You are responsible and liable for maintaining the security of your user name and password. GRIP 4Sales will not be liable for any loss or damage from your failure to comply with this security obligation.
7. You may not use the Service 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).
8. You are responsible and liable for all content posted to the Service and any activity that occurs under your account. Even when content is posted by - or activities being deployed by - others who have accounts under your account.
9. Violation of any of the terms in this document will result in the termination of your account. While GRIP 4Sales prohibits such conduct and content on the Service, you understand and agree that GRIP 4Sales cannot be responsible for the content posted on the Service and you nonetheless may be exposed to such materials.
10. Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.
11. Technical support is provided to paying account holders and is available via email to support@ForecastTracker.nl (GRIP 4Sales aims to respond within 24 business hours, but is under no obligation to do so).
12. You are not allowed to modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, GRIP 4Sales, or any other GRIP 4Sales service.

13. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by GRIP 4Sales.
14. GRIP 4Sales can but have no obligation to remove content 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.
15. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any GRIP 4Sales customer, employee, member, or officer will result in immediate account termination.
16. You understand that the technical processing and transmission of the Service, including your content may be transferred unencrypted and involve transmissions over various networks; and changes to conform and adapt to technical requirements of connecting networks or devices.
17. If your bandwidth usage exceeds 100 MB/month, or significantly exceeds the average bandwidth usage (as determined solely by GRIP 4Sales) of other ForecastTracker customers, we reserve the right to immediately disable your account or reduce the Service or its availability to you until you can reduce your bandwidth consumption.
18. GRIP 4Sales does not warrant that the Service will:
 - meet any specific requirements including but not limited to yours;
 - the service will be uninterrupted, timely, secure, or error-free;
 - the results that may be obtained from the use of the service will be accurate or reliable;
 - the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations;
 - any errors in the Service will be corrected.
19. You expressly understand and agree that GRIP 4Sales can and 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 GRIP 4Sales 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 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;
 - unauthorized access to or alteration of your transmissions or data;
 - statements or conduct of any third party on the service;
 - or any other matter relating to the service.
20. The failure of GRIP 4Sales to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision or any other right or provision or term described in the terms of Service. The Terms of Service constitutes the entire agreement between you and GRIP 4Sales and govern your use of the Service, superseding any prior agreements between you and GRIP 4Sales (including, but not limited to, any prior versions of the Terms of Service).
21. We claim no intellectual property rights over the material you provide to the Service. Your profile, content and materials uploaded and posted to the Service remain yours. You agree to allow others to view and share your content and you agree and allow GRIP 4Sales to distribute this content in any way, shape or form or by any means, including but not limited to electronic distribution across computer networks. GRIP 4Sales does not pre-screen content, but GRIP 4Sales and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any content that is

available via the Service.

22. GRIP 4Sales reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
23. Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change without prior notice. Such notice may be provided at any time by posting the changes to the GRIP 4Sales website www.grip4sales.nl or the Service itself but GRIP 4Sales is under no obligation to do so.
24. GRIP 4Sales shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.
25. A PayPal™ account is required for paying accounts outside the Netherlands. For account holders with a Dutch bank account (bank or giro) the alternative payment method through automatic collection of the monthly subscription plan fees (automatische incasso) is also available.
26. If you initially sign up for a Bronze, Silver or Gold account and you do not cancel that account within 28 days, you are under the obligation to pay monthly starting one month after your account was initially created. If you cancel prior to the processing of your first payment, you will not be charged. The free trial period is only available for the initial user of the account. If you upgrade your plan to any other plan or if you add one or more users to your plan you will end your free trial. You will be under the obligation to pay for your first month immediately.
27. Use of the Service is billed in advance on a monthly basis and is not refundable.
28. GRIP 4Sales will not provide refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused or for any other reason.
29. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.
30. For any upgrade or downgrade in plan level, your account (PayPal™/bank/giro) that you have provided will be charged the new rate on the next applicable billing cycle.
31. For any increase or decrease in number of users of the Service under your account, your account (PayPal™/bank/giro) that you have provided will be charged the new rate on the next applicable billing cycle.
32. Upgrading your Service to a higher plan may require you to look over your existing data to be able to use the full capacity of the Service and to obtain relevant information from the Service.
33. Downgrading your Service to a lower plan may cause the loss of content, features, or capacity of your account. GRIP 4Sales does not accept any liability for such loss.
34. You are solely responsible and liable for properly cancelling your account. An email, telephone, fax or written request to cancel your account is not considered cancellation. You can only cancel your account at any time by clicking on the Plan -> change link in the Main Menu at the bottom right of the screen and then clicking the "Cancel subscription" link in the bottom of the screen.
35. All of your content will be immediately deleted from the Service upon cancellation. Content can not be recovered once your account is cancelled. You understand and agree to this condition.
36. If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again.

37. GRIP 4Sales, in its sole discretion, has the right to suspend or terminate any account and refuse any and all current or future use of the Service, or any other GRIP 4Sales service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your account and content or your access to your account and content, and the forfeiture and relinquishment of all content in your account.
38. GRIP 4Sales reserves the right to refuse service to anyone for any reason at any time.
39. GRIP 4Sales reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
40. Questions about the Terms of Service should be sent to support@ForecastTracker.nl

© 2010 All rights reserved • ForecastTracker is a service of **GRIP 4Sales B.V.**,
Singel 123, 3311 PC DORDRECHT, The Netherlands
support@ForecastTracker.nl • Tel +31 (78) 7070629 • Fax +31 (78) 7070632
Terms of Service • ForecastTracker

