

Quick Logistics Software TERMS OF SERVICE

Last Updated: **12/9/2013**

These terms of service ("Terms") apply to your access and use of Quick Logistics Software (the "Service"). Please read them carefully.

Accepting these Terms

If you access or use the Service, it means you agree to be bound by all of the terms below. So, before you use the Service, please read all of the terms. If you don't agree to all of the terms below, please do not use the Service. Also, if a term does not make sense to you, please let us know by e-mailing support@quicklogisticssoftware.com.

Changes to these Terms

We reserve the right to modify these Terms at any time. For instance, we may need to change these Terms if we come out with a new feature or for some other reason.

Whenever we make changes to these Terms, the changes are effective immediately after we post such revised Terms (indicated by revising the date at the top of these Terms) or upon your acceptance if we provide a mechanism for your immediate acceptance of the revised Terms (such as a click-through confirmation or acceptance button). It is your responsibility to check [quicklogisticssoftware.com](http://www.quicklogisticssoftware.com) for changes to these Terms. You can review the most current version of the Terms of Service at any time at: http://www.quicklogisticssoftware.com/Terms_of_Service.pdf.

If you continue to use the Service after the revised Terms go into effect, then you have accepted the changes to these Terms.

Third-Party Services

From time to time, we may provide you with links to third party websites or services that we do not own or control. Your use of the Service may also include the use of applications that are developed or owned by a third party. Your use of such third party applications, websites, and services is governed by that party's own terms of service or privacy policies. We encourage you to read the terms and conditions and privacy policy of any third party application, website or service that you visit or use.

Creating Accounts

When you create an account or use another service to log in to the Service, you agree to maintain the security of your password and accept all risks of unauthorized access to any data or other information you provide to the Service.

Quick Logistics Software Materials

We put a lot of effort into creating the Service including, the logo and all designs, text, graphics, pictures, information and other content. This property is owned by us or our licensors and it is protected by U.S. and international copyright laws. We grant you the right to use it.

General Conditions

THE SERVICE AND ANY OTHER SERVICE AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN AS IS OR AS AVAILABLE BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. WE DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SERVICE AND CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE.

IN NO EVENT WILL **Quick Logistics Software** BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY OTHER SERVICE AND/OR CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY FOR ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO THE AMOUNT YOU PAID TO **Quick Logistics Software**. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

You agree to defend, indemnify and hold us harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees, costs, penalties, interest and disbursements) we incur in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party relating to your use of the Service or the use of the Service by any person using your account, including any claim that your use of the Service violates any applicable law or regulation, or the rights of any third party, and/or your violation of these Terms.

Modifications to the Service and Prices

1. Quick Logistics Software 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.

2. Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes www.quicklogisticssoftware.com or the Service itself.
3. Quick Logistics Software shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

Termination

We may terminate, change, modify, suspend, or discontinue any aspect of this Site or the Services, including:

1. Changing the availability of any features at any time without notice or liability.
2. Imposing limits on the Services.
3. Terminating any or all the Services (temporarily or permanently) and terminating your license to use the Services, or any portion thereof.
4. Restricting your access to parts or all of the Services without notice or liability for any reason whatsoever. The aforementioned applies to you and to any third party to whom you have granted access to the Services through this Site.

Entire Agreement

These Terms constitute the entire agreement between you and **Quick Logistics Software** regarding the use of the Service, superseding any prior agreements between you and **Quick Logistics Software** relating to your use of the Service.