

Vixly Terms of Service

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These Terms of Service (the "**Terms**") are an agreement between **Tech Crafters LLC**, 501 N Dixie Hwy, Suite 3004, Hallandale Beach, FL 33009, United States ("**Tech Crafters**", "**we**", "**us**"), which provides Vixly, and the business that registers for Vixly (the "**Company**", "**you**").

By registering, accepting these Terms in Vixly, or using Vixly, you agree to these Terms on behalf of the Company, and you confirm that you have the authority to do so.

These Terms include the following documents, each in the version listed with this version of the Terms in Vixly:

- the **Privacy Policy**, which explains how we handle personal information about you and your staff;
- the **Data Processing Agreement**, which applies to personal information you put in Vixly about your customers and other people;
- the **Acceptable Use Policy**, which lists what may not be done with Vixly.

1. The service

1.1 Vixly is an online logistics platform for shipping, courier and freight companies. Depending on your plan, it lets you manage customers, shipments, parcels, warehouses, dispatches, deliveries, invoices and payments; publish a company website and customer portal; send notices by email and text message; and connect other services.

1.2 The features and limits available to you (for example the number of licensed devices and warehouses) are those of your plan, as shown in Vixly and on your invoices.

1.3 We may improve and change Vixly over time. We will not remove a major feature of your plan during a paid period without giving you at least 30 days' notice and, if you then cancel, a refund of the unused part of that period.

1.4 We may take Vixly or part of it offline for maintenance. Planned maintenance is announced in Vixly in advance whenever possible.

2. Your account

2.1 You must give true and complete information when you register, and keep it up to date, including your billing contact.

2.2 The person who registers the Company is its **owner**. The owner invites staff and decides what each person may do. You are responsible for everything done under your account by your staff, partner agents and anyone else you give access to.

2.3 Each person must use their own sign-in. Keep passwords and second-factor devices secure, and tell us at once at **support@techcrafters.ltd** if you think your account has been used without permission.

2.4 Vixly licenses devices (computers, tablets, phones and handhelds) that may be used for the Company's work. You may only use as many devices as you have licences for.

3. Your customers

3.1 Vixly lets you serve your own customers through your company website, the customer portal, emails and text messages. The relationship with your customers is yours: you set your own prices, terms and policies for them, and you are responsible for the services you provide to them, including the goods you ship and any customs, tax or legal duties that apply.

3.2 Your customers use the customer portal under your terms. We are not a party to your agreements with your customers.

4. Subscriptions, prices and payment

4.1 **Prices.** Vixly is sold per licensed device, monthly or annually, at the prices of your plan, plus any setup fee and one-time charges shown before you subscribe. Prices exclude taxes, which are added where they apply.

4.2 **Trials.** A plan may include a free trial. At the end of the trial your subscription continues as a paid subscription unless you cancel before it ends.

4.3 **Changes to your plan.** An upgrade or extra licences apply at once, and you pay the difference for the rest of the current period. A downgrade or fewer licences apply at the next renewal, and only if your devices in use fit the new plan.

4.4 **Price changes.** A new price never changes your current billing period. If a new price applies to you, we will email your

billing contact before your next period starts, and the new price applies from that period.

4.5 **Payment.** Invoices are payable by the methods offered in Vixly (for example Zelle, card or bank transfer) by their due date. Subscriptions renew automatically at the end of each period until cancelled.

4.6 **Late payment.** If an invoice is not paid on time, we may first limit your account to read-only access and then block sign-in to the Company's workspace until it is paid. Your customers' portal is not affected by this step. We will tell you before we do so.

4.7 **Refunds.** Monthly fees are not refundable. If you cancel an annual subscription within 30 days of paying for it, we refund the unused whole months. Setup fees are not refundable once the setup has started. Where the law gives you more rights, those rights apply.

5. Your data

5.1 **Company Data** means all information you, your staff and your customers put into Vixly. You own your Company Data. You give us the right to host, copy, process and show it only to provide, secure and support Vixly for you, and as described in the Data Processing Agreement.

5.2 You are responsible for the lawfulness of your Company Data and for having the rights and permissions needed to put it in Vixly, including your customers' agreement to receive text messages where the law requires it.

5.3 We may use anonymous, aggregated information about how Vixly is used (which never identifies you, your customers or any person) to run and improve Vixly.

5.4 **Export and deletion.** While your account is active you can download your records from Vixly (for example reports, invoices and lists). After your account ends, you may ask us within 30 days for an export of your Company Data. We delete Company Data within 90 days after the account ends, except copies we must keep by law and copies in backups, which are overwritten in the normal course.

6. Other services you connect

Vixly can connect to services you choose and hold your own account with, such as card payments (Stripe), text messages (Twilio), accounting or carrier services. Those services are provided by their own companies under their own terms, and you pay them directly. We are not responsible for them, and we only send them the information needed for the feature you turned on.

7. Acceptable use and suspension

7.1 You must follow the Acceptable Use Policy.

7.2 We may suspend access to Vixly, in whole or in part, if we reasonably believe that your account is being used in breach of these Terms, the law or the Acceptable Use Policy, or in a way that threatens the security or stability of Vixly or other customers. We will tell you why, and restore access as soon as the problem is resolved.

8. Changes to these Terms

8.1 We may publish a new version of these Terms in Vixly. If a new version requires your acceptance, we will tell the owner by email and in Vixly at least 30 days before it takes effect, with a summary of what changed.

8.2 If the owner has not accepted a required version by its deadline, the Company's staff have read-only access until the owner accepts it; your customers can keep using the customer portal. If you do not agree with a new version, you may cancel before it takes effect.

9. Ending the agreement

9.1 You may cancel your subscription in Vixly or by writing to us. It ends at the end of the current paid period.

9.2 We may end this agreement with 30 days' written notice, or at once if you seriously breach these Terms and do not fix the breach within 15 days of our notice, or if the law requires it.

9.3 Sections 5.4, 10, 11, 12 and 13 continue after the agreement ends.

10. Warranties and disclaimers

10.1 We will provide Vixly with reasonable skill and care, and protect Company Data as described in the Data Processing Agreement.

10.2 Except as stated in these Terms, Vixly is provided "as is" and "as available". To the extent the law allows, we make no other promises, including that Vixly will be uninterrupted or error-free. Vixly is a tool: you remain responsible for checking the results (for example weights, prices, customs values and invoices) before you rely on them.

11. Limitation of liability

11.1 To the extent the law allows, neither party is liable to the other for indirect or consequential losses, or for loss of profit, revenue, business or goodwill.

11.2 To the extent the law allows, each party's total liability under this agreement in any 12 months is limited to the fees the Company paid for Vixly in those 12 months.

11.3 Nothing in these Terms limits liability that cannot be limited by law, including for fraud, or the Company's obligation to pay fees.

12. Indemnity

You will defend and hold us harmless against claims by third parties (including your customers) arising from your Company Data, the goods and services you provide, or your use of Vixly in breach of these Terms or the law.

13. General

13.1 **Governing law.** These Terms are governed by the laws of the **State of Florida, United States**, and the courts of **Broward County, Florida** have exclusive jurisdiction, unless the law of your country requires otherwise.

13.2 **Notices.** We send notices to the owner's and billing contact's email addresses and in Vixly. You send notices to **support@techcrafters.ltd**.

13.3 **Languages.** These Terms are available in English, French and Spanish. In case of a difference, the English version prevails.

13.4 **Transfer.** You may not transfer this agreement without our written consent. We may transfer it to a company that takes over Vixly, and will tell you if we do.

13.5 **Whole agreement.** These Terms, the documents they include and your plan and invoices are the whole agreement between us about Vixly. If any part is found unenforceable, the rest stays in force. Not enforcing a right is not a waiver of it.

13.6 **Events beyond control.** Neither party is responsible for delays caused by events beyond its reasonable control, such as natural disasters, power or network failures of third parties, or acts of government.

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