



## Terms of Service

Last updated: November 18<sup>th</sup>, 2024

Please read these terms and conditions carefully before using Our Service.

### Interpretation and Definitions

#### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### Definitions

For the purposes of these Terms and Conditions:

**Application** or **Service** mean the software program provided by MicroSaaS Venture Builders accessed by You or other users of your company (when applicable) on any electronic device, named **AudioCRM**. The purpose of this application is to provide voice commands through WhatsApp, transcribe them and extract information certain from that text. The information depends on the command, type of user and features enabled, but in general the voice commands can be (a) order to search for information on third part software (such as CRMs) to be retrieved and sent back to the user, (b) Data entry, or add data into the third part software avoiding the user to type the information or (c) order an action (send email, send message, etc.) to be executed by the third part software.

**Your Company** is referred to as either "Yours", when you or other users are using our services on behalf – or paid by – a company.

**Customer** is You if you subscribed to the Services as an individual or the company – and its subsidiaries, on behalf of which users are accessing or using the Service. It is responsible for subscribing and paying for the services.

**User** or **Users** are the individuals who have secret credentials (username and password) to access the Services.

**Account** means a private division of the application where you or, when applicable, the Account Owner or Administrators of the Service on behalf of your company can control who has access to, as users.

**Account Owner** You if you are the Customer or the User who has subscribed to the services on behalf of the company. The Account Owner has special powers to manage



the Account such as create new users, grant users Administration power, manage subscription, plans, payment method, payment plan etc.

**Country** refers to the United States of America.

**Our Company** (referred to as either "MicroSaaS", "MicroSaaS Venture Builders", "We", "Us" or "Our" in this Agreement) refers to MicroSaaS, LLC., 1111b South Governors Avenue Dover, DE, 19904, USA.

**Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.

**Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between The Customer and/or You, Your Company and MicroSaaS Venture Builders regarding the use of the Service.

**Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

**You** or **User** mean the individual accessing or using the Service.

## Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You, your company (when applicable) and MicroSaaS Venture Builders. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all users, including during trial periods when the access and usage are for free, and others who access or use the Service on behalf of your company.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 16. MicroSaaS Venture Builders does not permit those under 16 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the [Privacy Policy](#) of MicroSaaS Venture Builders. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service. By accessing the Application you automatically agree with this term and the privacy policy.



## **User Accounts**

When You create an account with Us, You must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service (such as google login).

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

## **Intellectual Property**

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of MicroSaaS Venture Builders and its licensors.

The Service is protected by copyright, trademark, and other laws of the Country, Brazil and foreign countries.

Our trademarks may not be used in connection with any product or service without the prior written consent of MicroSaaS Venture Builders.

## **Links to Other Websites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by MicroSaaS Venture Builders.

MicroSaaS Venture Builders has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that MicroSaaS Venture Builders shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.



We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

### **Termination**

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

If You wish to terminate the subscription and Your Account, you must first notify our company by email [help@microsaasvb.com](mailto:help@microsaasvb.com) with a 30 days notice prior to the final termination. All payments are due until the last day of the subscription. If additional agreements were still in force at the last day of the notice, special conditions may apply to terminate the subscription.

### **Limitation of Liability**

Notwithstanding any damages that You might incur, the entire liability of MicroSaaS Venture Builders and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the sum of the last 3 months (or 1/3 if paid annual) of the services paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

**To the maximum extent permitted by applicable law, in no event shall MicroSaaS Venture Builders or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if MicroSaaS Venture Builders or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.**

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

### **"AS IS" and "AS AVAILABLE" Disclaimer**

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, MicroSaaS Venture Builders, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied,



statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, MicroSaaS Venture Builders provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither MicroSaaS Venture Builders nor any of MicroSaaS Venture Builders's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of MicroSaaS Venture Builders are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

### **Governing Law**

The laws of the state of Delaware, United States of America, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service.

### **Disputes Resolution**

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting MicroSaaS Venture Builders.

### **For European Union (EU) Users**

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which You are resident.

### **United States Legal Compliance**

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a



"terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

## **Severability and Waiver**

### **Severability**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### **Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

## **Changes to These Terms and Conditions**

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## **Contact Us**

If you have any questions about these Terms and Conditions, You can contact us:

- By email: [help@audiocrm.ai](mailto:help@audiocrm.ai)