

Get The Clicks LLC

Client Portal Agreement & Use Policy

This Client Portal Agreement & Use Policy (the "Agreement") is made by and between Get The Clicks LLC (the "Agency") and each individual, business, organization or other person or entity (the "Client") that uses one or more Client Portals provided by the Agency. Each time such Client Portal is used, an implicit confirmation is given for the acceptance of the following terms and conditions.

Purpose

The Agency provides a voluntary Portal using a third-party software to enable secure messaging, account management, electronic transfer of documents and any other activity Agency deems necessary between Client and the Agency as well as on-going Client access to documents (which may include sensitive information or confidential documents). The Agency has sole discretion to decide which types of documents can be stored or viewed on the Client Portal. The Agency is not responsible for the security of any material that Client downloads from the Client Portal nor provides into the Client Portal.

The Client Portal is not intended to be permanent storage and the Client understands any documents should be downloaded from the portal system to be stored permanently and the Agency does not have an obligation to store such Client Documents indefinitely. The current expiration of Client information is the same date as cancellation of services date.

Acceptance of Terms of Use

The Agency's portal system is offered to you conditional upon your acceptance of the terms, conditions, and notices contained herein and updated from time to time. Additionally, any user of the portal shall be bound by the terms of the Agency's Service Agreement. By using the Client Portal, you agree to these terms and conditions. The Agency may modify, suspend, discontinue, or restrict the use of any portion of the Agency's portal system, including the availability of any portion of the content at any time, without notice or liability.

Description of Service

The Agency's portal system provides authorized Clients with access to information displayed on the portal, for deliveries of documents and communications for their account only. The information, documents and communications on the Client Portal are provided as a convenient resource to Clients.

The Client Portal provides the ability for two-way exchanges of communication and documents between you and the Agency.

Service Availability

The Agency will use its best efforts to provide 24-hour daily availability of the Client Portal. However, the Agency makes no representation or warranty that 24-hour service will be available, especially since a third party provides the software and hosting of the Client Portal.

Client agrees and acknowledges that the Client Portal will, at times, be unavailable due to regularly scheduled maintenance, service upgrades, or mechanical or electronic failures. The Agency shall not be responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Client Portal. The Agency is not responsible for any problems or technical malfunctions of any telephone or fiber network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email to be received by the Agency on account of technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to your computer or peripherals related to use or downloading any materials from the Client Portal.

User Password and Security

Using the Client Portal and its related services requires the use of a username and password. The confidentiality of the username, password, and account itself are the responsibility of the user. Any activities that occur under users' accounts are their responsibility. You agree to notify the Agency immediately of any unauthorized use of accounts or any other breach of security. The use of another person's username and / or password is expressly prohibited.

You acknowledge that the use of username and password is an adequate form of security and that any additional security measures such as dual authentication, while enhancing security, are not necessary. You are solely responsible for (1) authorizing, monitoring, controlling access to and maintaining strict confidentiality of your username and password, (2) not allowing another person to use your username or password, (3) any changes or damage that may be incurred as a result of your neglect to maintain the strict confidentiality of your username and password, and (4) promptly informing the Agency in writing of any need to deactivate a username due to security concerns or otherwise. The Agency is not liable for any harm related to the misuse or theft of usernames or passwords, disclosure of usernames or passwords, or your authorization to allow another person or entity to access and use the Agency's Client Portal using your username or password.

The Agency will use its best efforts to make the Client Portal secure from unauthorized access. The third-party provider of software and hosting for the Client Portal provides encryption on communication between the Client Portal and your device and also provides other security measures, some not disclosed to us to keep them more secure. However, you agree that you recognize that a risk still exists, however small, that a breach of such security may occur. You agree that you shall not attempt to disable or circumvent any security features on the Client Portal or ask any third party to do so on your behalf. Furthermore you understand and implicitly agree to the portal not being GDPR compliant.

THE AGENCY MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE EFFICACY OF THE SECURITY OF THE CLIENT PORTAL AND SHALL NEVER BE LIABLE FOR ANY ACTUAL OR CONSEQUENTIAL DAMAGES, CLAIMED OR OTHERWISE, ARISING FROM ANY BREACH OR ALLEGED BREACH OF SECURITY OF THE CLIENT PORTAL.

Termination of User Account and Logon Ability

The Agency will make every effort to terminate access immediately upon request. However, you cannot be assured that access has been terminated until you receive confirmation of the termination from the Agency. In addition, weekends, holidays, and other non-business days could cause a delay in the receipt of such request for termination.

Accuracy of Content and Liability Disclaimer

To the maximum extent permitted by applicable law, all such information, software, documents, and communications are provided "as is" without warranty or condition of any kind. The Agency hereby disclaims all warranties and conditions with regards to such information, software, documents, and communications, including without limitation, all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall the Agency be liable for any direct, indirect, punitive, incidental, special, consequential damages, or any other damages whatsoever, including without limitation, damages for loss of use, data, or profits, arising out of or in any way connected with your use or the performance of the Client Portal or portal system, with the delay or inability to use the portal or related services, whether based in contract, tort, negligence, strict liability, or otherwise, even if the Agency has been advised of the possibility of damages.

Indemnification

To the extent allowed by applicable law, Client agrees to defend, indemnify and hold harmless Agency and any of its directors, officers, members, shareholders, and employees and their heirs from and against any and all third-party claims and all liabilities, assessments, losses, costs or damages resulting from or arising out of or related to Client's use of the Client Portal, or any breach by Client of any term or condition of this Agreement. If any such action shall be brought against any indemnified party, they shall notify Client in writing and Client shall assume and control the defense and settlement of each such action, including the employment of counsel and payment of all expenses associated with such action. Any indemnified party shall have the right to employ separate counsel in any such action and participate in the defense, at their own cost unless otherwise agreed to by Client.

Changes to Terms and Conditions of Use

The Agency reserves the right to modify the terms, conditions, and notices under which the portal system is offered. Your continued use of the Agency's portal system and the Client Portal after the postings of any amended terms and conditions shall constitute your agreement to be bound by any such changes.

Entire Agreement

This agreement is the entire agreement between the Agency and you regarding the use of the Client Portal.

Term and Termination

The term of this agreement extends past the life of the Client Portal and remains in full force and effect even if access is terminated to you or the Client Portal or if you cease to be a Client of the Agency. The Agency may at any time terminate in whole or in part the Agency's portal system or the Client Portals without notice or liability. The Agency may also choose to use a different third-party software and / or hosting provider at any time without notice or liability.

Enforceability

Should any portion of this agreement be deemed unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of all remaining provisions which will remain in full force and effect. The failure of the Agency to act on or enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against the Agency unless made in writing and signed by the Managing Member of the Agency, and no such waiver shall be construed as a waiver in any other or subsequent instance.

This Agreement is made and entered into in the State of Florida, County Orange and is to be construed under the laws of the State of Florida as they may from time to time exist.