

Whisper CRM Service Terms & Conditions

Welcome to the Whisper CRM Site. Whisper is a product of Elite Software, UAE and is referred to in this document as Elitesoft. The following Service Terms and Conditions govern the use of Whisper CRM Services.

1. Agreement to Terms & Conditions:

By using our services, you (or the company/legal entity you represent) (the 'Client') agree to be bound by all these terms. Subject to and conditional upon the Client's compliance with the terms of this Agreement, Elitesoft hereby grants the Client a non-exclusive, limited, personal, revocable, non-transferable, right to use the Service, solely for the Client's own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to the Client are reserved by Elitesoft.

2. Privacy Policy:

By agreement to our terms and conditions, you acknowledge and agree that your use of the Services is subject to our Privacy Policy.

3. Changes to Terms of Service:

Because our Services are evolving over time, we may change or add features to the Services at any time, where it may lead to updating our Terms of Service. If you continue to use the Services after we have posted updated Terms, you are agreeing to be bound by the updated Terms.

4. Your Account.

- User Registration: to start using Whisper CRM Services you'll have to create an account. Registration can only be done through Whisper CRM website.
- Single User: Whisper CRM currently does not support multi-users account. Each account is to be used by a single user
- Accuracy of Account Information: You agree that you won't disclose your Account password to anyone. Anyone with access to your Account and using the Service will be considered authorized by you.
- Eligibility: The Client may not access the Service if they are a direct competitor of Elitesoft except with Elitesoft's prior written consent. In addition, the Client may not access the Service for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes. Unless agreed in advance in writing, The Client shall not: (i) license, sublicense, sell, resell, transfer, assign, rent, lease, export, import, act as an intermediary or provider, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

- Service Upgrades: Elitesoft, in our sole discretion, reserves the right to add, remove, or modify features or functions, or to provide fixes, updates and upgrades to Whisper CRM.
- Third Party Services: Whisper CRM may be integrated with third party applications, websites, and services to make available content, products, and/or services to you. These Third-Party Services may have their own terms and conditions of use and privacy policies and your use of these Third-Party Services will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that Elitesoft does not endorse and is not responsible or liable for the behavior, features, or content of any Third-Party Services or for any transaction you may enter into with the provider of any such Third-Party Services.
- Subscription non-confidentiality: for marketing purposes, Elitesoft has the right to publicly declare your subscription to Whisper CRM for marketing purposes, including, but not limited to, the declaration of your business name and logo under Whisper CRM customers' list.

5. Subscriptions.

- Free Trial: Whisper CRM requires a Subscription to use the Services, but Elite Software may make certain limited portions of the Services available for free without a Subscription for a limited period. At any time during the trial and thereafter, you may purchase a Subscription. All test messages sent using a free trial Whisper CRM Account will be subject to the addition of a short Whisper CRM promotional footer like "Sent via Whisper CRM". This footer can be disabled immediately with the purchase of a Whisper CRM Subscription
- Subscription Fees. If you purchase a Subscription, you will be charged the Subscription Fee at the beginning of your Subscription and each period thereafter (such period will depend on the Subscription), at the then-current Subscription Fee. If you purchase a Subscription, there will be no automated charges applied by Elitesoft at the end of the subscription period. Renewal of your subscription or upgrade or the purchase of any other service from Elitesoft will always be via manually triggered payment by you. Your Subscription continues until cancelled by you or until we terminate your access to or use of the Services or Subscription in accordance with this Agreement. Prices for the Services are subject to change upon 30 days' notice from us before the end of your Subscription period. [MB: lets keep it as it is, however, I suggest to give subscribers the option for autorenewal]
- Cancelling a Subscription. Your purchase is final, and will not be able to receive a refund of your subscription fee at any time. Without limiting the foregoing, you may cancel your subscription at any time, but please note that such cancellation will be effective at the end of the then-current subscription period. Except as set forth above with respect to your initial subscription purchase, you will not receive a refund of any portion of the subscription fee paid

for the then current subscription period at the time of cancellation. Cancellation of service Web portal link can be made available through the Whisper CRM App or through a subscription renewal reminder email. You will be responsible for all Subscription Fees (plus any applicable taxes and other charges) incurred for the then-current Subscription period. If you cancel, your right to use the Services will continue until the end of your then current subscription period and will then terminate without further charges.

- Inactive User Accounts Policy. We reserve the right to terminate unpaid user accounts that are inactive for a continuous period of 120 days. In the event of such termination, all data associated with such user account will be deleted. We will provide you prior notice of such termination.

6. Limitation of Liability

You agree that Elitesoft (the provider of Whisper CRM service) shall, in no event, be liable for any consequential, incidental, indirect, special, punitive, or other loss or damage whatsoever or for loss of business profits, business interruption, computer failure, loss of business information, or other loss arising out of or caused by your use of or inability to use the service, even if Elitesoft has been advised of the possibility of such damage. In no event shall Elitesoft's entire liability to you in respect of any service, whether direct or indirect, exceed the fees paid by you towards such service.

7. • Rights in Your Data.

- By design, all your CRM data are locally stored in your PC and is not accessible by Elitesoft. Usage data related to Virtual business cards and digital catalogs are, by nature, cloud services and are stored in Elitesoft's Cloud Network.

Elitesoft will not access your CRM Data for any purpose other than in connection with the provision of Services. For additional information on how we use and store your CRM Data, please refer to our Privacy Policy.

8. Spamming and Illegal Activities

you agree to be solely responsible for the contents of your transmissions through the Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe intellectual property or other rights of another.

You agree not to use the Services for the transmission of "spam". Elitesoft is not responsible if your WhatsApp service is ceased due to any spamming activities.

We reserve the right to terminate your access to the Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorized activity.

9. General Prohibitions

You agree not to do any of the following:

- Post, upload, publish, submit or transmit any of Your Data that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
- Use, display, mirror or frame the Services or any individual element within the Services, Whisper CRM or Elitesoft's name, trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Elitesoft's express written consent;
- Attempt to probe, scan or test the vulnerability of any Elitesoft system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Elitesoft or any of Elitesoft's providers or any other third party (including another user) to protect the Services or Our Content;
- Attempt to access or search the Services or Our Content or download Our Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Elitesoft or other generally available third-party web browsers;
- Use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser;
- Use the Services in any manner that damages, disables, overburdens, or impairs any of our Services, attempt to gain unauthorized access to the Services, access the Services other than through our interface, or use the Services for any purpose or in any manner that is unlawful or prohibited by these Terms;
- Use the Services or Our Content, or any portion thereof, for the benefit of any third party or in any manner not permitted by these Terms;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or Our Content;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;

10. Limitation of Liability

You agree that Elitesoft shall, in no event, be liable for any consequential, incidental, indirect, special, punitive, or other loss or damage whatsoever or for loss of business profits, business interruption, computer failure, loss of business information, or other loss arising out of or caused by your use of or inability to use the service, even if Elitesoft has been advised of the possibility of such damage. In no event shall Elitesoft's entire liability to you in respect of any service, whether direct or indirect, exceed the fees paid by you towards such service.

11. Indemnification

You agree to indemnify and hold harmless Elitesoft, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to your use of the Services, except where such use is authorized by Elitesoft.

12. Arbitration

Any controversy or claim arising out of or relating to the Terms shall be settled by binding arbitration in accordance with the commercial arbitration rules of the Dubai International Arbitration Center. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in Dubai, UAE and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, Elitesoft may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

13. Links to Third Party Websites or Resources. The Services may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

14. Termination.

- Elitesoft may terminate these Terms for cause upon thirty (30) days' written notice to you of a material breach if such breach remains uncured at the expiration of such thirty (30) day period.
- You may cancel your Account at any time.
- Upon any termination, discontinuation or cancellation of the Services or your Account, all provisions of these Terms which by their nature should survive will survive, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability, and dispute resolution provisions.

15. Disclaimer of Warranties

- You expressly understand and agree that the use of the services is at your sole risk. The services are provided on an as-is-and-as-available

basis. Elitesoft expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Elitesoft makes no warranty that the services will be uninterrupted, timely, secure, or error free. Use of any material downloaded or obtained through the use of the services shall be at your own discretion and risk and you will be solely responsible for any damage to your computer system, mobile telephone, wireless device or data that results from the use of the services or the download of any such material.

- Elitesoft will not be liable for any incidental, special, exemplary or consequential damages, or damages for lost profits, lost revenues, lost savings, lost business opportunity, loss of data or goodwill, service interruption, computer damage or system failure or the cost of substitute services of any kind arising out of or in connection with these terms or from the use of or inability to use the services, our content, or your data, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Elitesoft has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.
- Elitesoft will not be liable for any interruption of service due to third party factor including, but not limited to, the following:
 - Internet interruptions
 - Cloud service
 - Microsoft Windows updates
 - Google Chrome browser updates
 - WhatsApp web updates

16. Indemnity.

You will indemnify and hold harmless Elitesoft and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or use of the Services or Our Content, (ii) Your Data, or (iii) your violation of these Terms.

17. Governing Law.

These Terms and any action related thereto will be governed by the laws of the United Arab Emirates, without regard to its conflict of laws provisions.

18. Disclaimer

Elitesoft is the sole developer and owner of Whisper CRM, which is an Automation tool for WhatsApp Messenger. Elitesoft is not affiliated to the official developer of WhatsApp Messenger. Usage of WhatsApp Messenger falls within the guidelines of “fair use”.

19. Contact Information.

If you have any questions about these Terms or the Services, please contact contact@elitesoft.ae

20. Company Information

Elitesoft was founded in 2020 under the laws of UAE, with offices in Ajman City.

END OF TERMS OF SERVICE