

Syntexa Inc Terms of Service

Terms of Service

This Terms of Service Agreement (“**Agreement**”) is a legal contract between **Syntexa Inc.** (“**Syntexa**,” “**We**,” “**Us**,” or “**Our**”) and the person or entity (“**Customer**,” “**You**,” or “**Your**”) who registers, accesses, or uses our ISO compliance software and services (the “**Service**”) made available via our website at <https://scmchecker.com> (the “**Site**”).

This Agreement becomes effective on the earliest of:

- (a) the date You sign up for the Service;
- (b) the date You enter into an Order Form or similar document that references this Agreement;
- (c) the date You access or use the Service (the “**Effective Date**”).

If You are accepting this Agreement on behalf of a company or organization, You confirm that You are authorized to bind that entity. In that case, “Customer” will refer to that organization.

1. Definitions

“**Admin User**” – An individual authorized to fully manage and use the Service on Your behalf.

“**Affiliate**” – An entity that controls, is controlled by, or is under common control with a party, where control means owning more than 50% of voting securities.

“**AI Features**” – Tools or outputs powered by artificial intelligence, including large language models or machine learning, made available as part of the ISO Checker Service.

“**Anonymous Data**” – Personal Data that has been processed so that it cannot be associated with an individual.

“**Authorized User**” – An individual (Admin User, Paid User, or Requester User) with credentials to use the Service.

“**Beta Service**” – Features or functionality that are not generally available and are released for testing purposes.

“Custom Integration” – Integration or automation functionality built by Syntexa for Customer under a Professional Services engagement.

“Customer Data” – All data, documents, templates, or other content You upload or submit to the Service, excluding aggregated usage or diagnostic data.

“De-Identified Data” – Data that cannot reasonably be linked to a specific individual.

“Documentation” – Syntexa’s online guides and materials explaining how to use ISO Checker, available via <https://scmchecker.com> or as provided directly to You.

“ISO Checker” – The cloud-based ISO compliance tracking and management platform operated by Syntexa.

“MaintainX API” – Replaced in this context by **“ISO Checker API”**, the application programming interface provided by Syntexa.

“Malicious Code” – Harmful code such as viruses, malware, worms, or trojan horses.

“Order Form” – Any order confirmation (online or written) that specifies Your Subscription, number of Users, or Professional Services.

“Our Materials” – The Service, API, Software, Documentation, methods, and infrastructure developed by or on behalf of Syntexa (excluding Customer Data).

“Paid User” – A non-admin user with paid access to ISO Checker functionality.

“Privacy Policy” – Syntexa’s privacy practices, available at <https://scmchecker.com/privacy-policy>.

“Professional Services” – Any implementation, integration, or customization services described in an Order Form.

“Requester User” – A limited user role that can submit compliance issues, view statuses, and interact via comments.

“Sensitive Personal Data” – Sensitive categories of personal information (e.g., financial, health, or biometric data), which should not be uploaded to ISO Checker.

“Service” – The ISO Checker web and mobile application and related features offered via <https://scmchecker.com>.

“Software” – Any client software (e.g., mobile apps) provided to You by Syntexa for use with the Service.

“Standard Integration Product” – Pre-built integrations maintained by Syntexa.

“Subscription” – Your plan-level access to the Service, as specified in the Order Form.

“Third-Party Tools” – Third-party services or platforms integrated with ISO Checker.

“User” – Either an Admin User or Paid User.

2. Free Trial

If You register for a free trial on <https://scmchecker.com>, Syntexa will provide access to ISO Checker at no cost until the earlier of:

- (a) the trial period expiration; or
- (b) the start of a paid Subscription.

Trial data and configurations may be deleted unless You upgrade before the trial ends.

3. Provision of Services

3.1 Service Access

We will make the Service available to You and Your Authorized Users as outlined in this Agreement and any applicable Order Form.

3.2 Licenses

- **Service License:** Non-exclusive, non-transferable access to the ISO Checker platform.
- **Software License:** Limited license to install and use our apps on Your Authorized Devices.
- **API License:** If included in Your Subscription, use the ISO Checker API to integrate with Your own systems.

3.3 Documentation Use

You may use ISO Checker’s Documentation solely for internal business purposes.

3.4 Modifications

Syntexa may update the Service or Documentation at any time to improve security, functionality, or compliance.

3.5 Beta Services

Access to Beta Services is optional, may be discontinued at any time, and is not guaranteed for production use.

3.6 Suspension

We may suspend or terminate access due to:

- Violation of this Agreement;
- Legal orders;
- Payment failures;
- Security risks or unlawful use.

3.7 Support

Support is provided in accordance with Your Subscription level and response time commitments posted at <https://scmchecker.com/support>.

3.8 Professional Services

If purchased, Syntexa will provide Professional Services as outlined in the applicable Order Form. Completion of services depends on Customer's timely cooperation.

3.9 Subcontractors

We may use trusted subcontractors to help deliver the Service, remaining fully responsible for their performance.

3.10 Third-Party Tools

Integrations with external tools are subject to the respective third party's terms and policies.

3.11 AI Features

If enabled, You may submit data to AI Features. You are responsible for:

- Reviewing and validating outputs;
- Not using AI-generated outputs as legally binding recommendations;
- Avoiding unethical or harmful use.

4. Use of Services

4.1 Subscription Plans

Your access level is determined by the active Subscription. All Users' access ends when the Subscription expires or is terminated.

4.2 User Management

Admin Users can add or remove Paid and Requester Users. Increases are effective immediately; reductions take effect at the end of the current term.

4.3 Usage Limits

Usage is subject to limits (e.g., number of users, reports, storage) based on Your plan and Order Form.

4.4 Customer Responsibilities

You are responsible for:

- Ensuring User compliance;
- Preventing unauthorized access;
- The legality of uploaded Customer Data;
- Handling initial support issues internally before contacting Syntexa.

4.5 Restrictions

You agree not to:

- Resell or share access to the Service;
- Interfere with Service functionality;
- Reverse-engineer our software or API;
- Use the Service to process Sensitive Personal Data;
- Use AI Features for competitive analysis, model training, or deceptive content creation.

4.6 Customer Data Use

You grant Syntexa the right to use Your Customer Data:

- To deliver the Service and support;
- For diagnostic and improvement purposes;
- As required by law.

If Customer Data includes Personal Data, You represent that:

- You have lawful grounds to collect and share it;
- Syntexa acts as a data “processor” under applicable data privacy laws.

Our Privacy Policy and [Data Protection Agreement](#) govern how We handle Your Personal Data.

4.7 Admin User Permissions

Admin Users can:

- Add or remove Users;
- Modify access and data;
- Invite Requester Users.

You are solely responsible for the actions of Your Admin and Paid Users.

that the Customer's use of the Service violates any applicable laws, regulations, or third-party rights (a “Claim Against Us”). You will indemnify Us from any damages, attorney fees, and costs finally awarded against Us as a result of, or for amounts paid by Us pursuant to a settlement of, a Claim Against Us, provided that We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense. We may participate in the defense and settlement of the Claim Against Us at Our expense.

10.3 Exceptions to Indemnification Obligations. The indemnification obligations outlined in this section do not apply in cases where the claim arises out of (a) Our breach of this Agreement, (b) Our gross negligence or willful misconduct, or (c) Our infringement of any third-party intellectual property rights in providing the Service.

10.4 Cooperation in Defense. Each party agrees to cooperate fully with the other party in defending any claim subject to indemnification under this Section 10, including making its employees and contractors available for deposition, document production, and other legal procedures related to the claim, and promptly providing any relevant documentation or information. The indemnified party shall have the right to participate in the defense with its legal counsel at its own expense.

11. LIMITATION OF LIABILITY

11.1 Limitation on Direct Damages. EXCEPT FOR LIABILITY ARISING OUT OF (a) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (b) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, OR (c) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8, IN NO

EVENT SHALL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY YOU TO US FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM.

11.2 Exclusion of Indirect Damages. EXCEPT FOR LIABILITY ARISING OUT OF (a) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (b) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, OR (c) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 Basis of the Bargain. The parties acknowledge that the limitations and exclusions of liability set forth in this Agreement represent the allocation of risk between the parties, and that without these limitations, the terms of the Agreement would be substantially different.

12. TERM AND TERMINATION

12.1 Term. This Agreement shall begin on the Effective Date and continue until terminated by either party as provided herein.

12.2 Renewal. Unless either party gives written notice of non-renewal at least 30 days prior to the end of the Subscription Term, this Agreement shall automatically renew for additional successive periods equal to the initial Subscription Term or one year, whichever is shorter.

12.3 Termination for Convenience. Either party may terminate this Agreement for convenience with 30 days' written notice to the other party.

12.4 Termination for Cause. Either party may terminate this Agreement immediately if the other party (a) commits a material breach of this Agreement that is not cured within 30 days after receipt of written notice specifying the breach, or (b) becomes insolvent, files for bankruptcy, or is otherwise unable to meet its financial obligations.

12.5 Effect of Termination. Upon termination or expiration of this Agreement, (a) all rights granted to Customer under this Agreement shall immediately terminate, and (b) Customer shall immediately cease using the Services and return or destroy all Confidential Information of the other party in its possession. If the Agreement is terminated due to Our breach, Customer will be entitled to a refund of any prepaid fees for Services not delivered.

12.6 Survival. Sections 5 (Security and Access to Customer Data), 7 (Intellectual Property Rights), 8 (Confidentiality), 9 (Representations, Warranties, Exclusive Remedies, and

Disclaimers), 10 (Mutual Indemnification), 11 (Limitation of Liability), and 12.5 (Effect of Termination) shall survive termination or expiration of this Agreement.

13. MISCELLANEOUS

13.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which Syntexa Inc. is headquartered, without regard to its conflict of laws principles.

13.2 Dispute Resolution. Any disputes arising under this Agreement shall be resolved through binding arbitration in the location where Syntexa Inc. is headquartered, except that either party may seek injunctive relief in any court of competent jurisdiction.

13.3 Force Majeure. Neither party shall be liable for failure or delay in the performance of any obligation under this Agreement (except for payment obligations) due to circumstances beyond its reasonable control, including but not limited to natural disasters, acts of government, terrorism, or labor disputes.

13.4 Entire Agreement. This Agreement, together with all Order Forms, represents the complete and exclusive understanding between the parties with respect to the Services and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof.

13.5 Amendments. Any amendment to this Agreement must be in writing and executed by both parties.

13.6 Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13.7 Assignment. Customer may not assign or transfer its rights or obligations under this Agreement without Our prior written consent, except in connection with a merger, acquisition, or sale of all or substantially all of Customer's assets.

13.8 Notices. Any notice required under this Agreement must be in writing and shall be deemed delivered (a) when received, if delivered in person, (b) the day after it is sent, if sent by overnight courier, or (c) three days after it is sent by registered or certified mail.

13.9 No Waiver. No waiver of any provision of this Agreement will be deemed a waiver of any other provision, nor will any waiver be deemed a continuing waiver.

13. Notices, Governing Law, and Dispute Resolution

- **Manner of Giving Notice:** Notices must be in writing and can be given through personal delivery, mail, overnight delivery, or email (with email not valid for notices related to breaches or indemnifiable claims).
 - Notices to MaintainX: Attn: Customer Service Department, 382 NE 191st Street, PMB 98008, Miami, FL, 33179. Email: info@getmaintainx.com.

- **Governing Law and Venue:** The agreement is governed by the laws of California. Disputes will be resolved in the courts located in San Francisco, California. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- **Informal Dispute Resolution and Arbitration:** The parties are encouraged to resolve disputes informally before resorting to litigation. If unable to resolve a dispute, arbitration will be the exclusive method for resolution, governed by California law, and administered by JAMS (Judicial Arbitration and Mediation Service) in San Francisco, CA.
 - Class action waivers apply.
 - Arbitration does not apply to intellectual property rights disputes, which must be heard in court.
- **Equitable Relief:** If there's a breach of confidentiality or misuse of the service, either party can seek equitable relief (e.g., injunction, restraining order) without the need for posting a bond.

14. General Provisions

- **Export Compliance:** The service and related technology must comply with U.S. export laws. The customer must ensure the service is not used in restricted regions or by denied parties.
- **Entire Agreement and Precedence:** This document, along with any related order forms and addenda, constitutes the entire agreement between the parties. Any conflicting terms in the customer's purchase orders are void.
- **Assignment:** Neither party can assign its rights or obligations under this agreement without the other's consent, except in cases of mergers, acquisitions, or reorganizations.
- **Relationship of the Parties:** The parties are independent contractors, and the agreement does not create any joint venture, partnership, or agency relationship.
- **Publicity:** MaintainX may use the customer's name and logo for marketing and promotional purposes unless the customer revokes consent in writing.
- **Third-Party Beneficiaries:** No third parties have rights under the agreement.
- **Waiver:** Delays or failures to enforce rights do not waive those rights.
- **Severability:** If any part of the agreement is deemed unlawful, the rest remains in effect.
- **Changes:** MaintainX may revise the agreement, with revisions taking effect upon notice. If the customer disagrees, they can opt out within 30 days.
- **Force Majeure:** Neither party will be held liable for failure to perform due to uncontrollable events like natural disasters, war, or government action, except for payment obligations.
- **US Government Rights:** For U.S. government customers, the service is subject to specific government regulations for commercial software.

15. Previous Versions

- **February 20, 2024** is the date of the previous version of the agreement.