

LEGAL

Service Terms

These are the terms of agreement binding users of the FleetLeed™ Portal (FleetLeed™).

FleetLeed™ reserves the right to update these Service Terms (the Terms) without notice at any time. All FleetLeed™ functionality and any changes made to the FleetLeed™ Portal are covered under these Service Terms. Any use of FleetLeed™, after any such changes shall constitute your consent to the use of the changes, made at the discretion of FleetLeed™. Users agree to use of FleetLeed™ at your own risk, covered under the Terms as provided here on the www.fleetleed.com web site. No other terms are applicable to the use of the FleetLeed™ Portal.

FleetLeed™ users must provide a legal name, valid email address, company address and web site address of same as well as any information necessary to use and manage the FleetLeed™ Portal.

FleetLeed™ does not own, nor claim to own the data displayed on the FleetLeed™ Portal. It is provided through the use of its accredited third parties, for the sole use of the accredited and fully-paid user of the the FleetLeed™ Portal.

FleetLeed™ provides support to accredited and fully-paid users of the FleetLeed™ Portal through the use and sole use of the email address support@fleetleed.com and no other method of contact will be deemed to be notification to be acted upon.

FleetLeed™ operates on a single login permission and this single login may not be shared. Sharing of a single login is not permitted under the Terms. FleetLeed™ permits logons by multiple, disclosed users from one company and for one instance of the FleetLeed™ Portal. FleetLeed™ will not and cannot be held responsible or liable for any data loss as a result of violation of shared login protocols from multiple IP addresses.

FleetLeed™ is not and cannot be held responsible for any information posted by users of the FleetLeed™ Portal or by an unauthorized login, where FleetLeed™ is not the originator of any content or data.

FleetLeed™ operates under standard use of internet products and as such, cannot be held responsible for usage by unauthorized access.

FleetLeed™ users expressly agree, through the use of the FleetLeed™ Portal, that FleetLeed™, the company shall not be held responsible or liable in any manner, for any direct, indirect, or incidental damages, including but not limited to, damages for loss of a company's goodwill, its profits, its data or its intellectual property as commonly defined for internet properties.

FleetLeed™ through and by these Terms reserves the right to discontinue, any user or user's access to the FleetLeed™ Portal, with or without notice and with or without any communication with the users in advance of the discontinuation.

FleetLeed™, in its sole discretion will create, terminate or continue to offer user trials by creating demo accounts. These accounts are not, and cannot be considered as valid user accounts and may be terminated upon completion of state trial periods at the sole discretion of FleetLeed™. Upon completion of stated trial periods, all data will be deleted, access terminated and payment processing data removed. Refunds are delivered through the STRIPE payment engine, unless otherwise agreed. Partial refunds for periods of less than 30 days will not be made.

FleetLeed™ charges ongoing, monthly, non-refundable payments, billed in advance, for the use of its services. FleetLeed™ uses as its payment engine, STRIPE INC. (<https://stripe.com/>). Through the use of this third party payment engine, FleetLeed™ users have access to an accredited payment processing tool requiring a valid credit card to fulfill account set up and ongoing periodic payments. Failure to successfully process payments through STRIPE may result in the discontinuation of service. FleetLeed™ reserves the right to attempt communication with users periodically, at its sole discretion. Through the FleetLeed™ Portal, users can manage their payments by subscribing or unsubscribing for monthly vehicle enrolment. FleetLeed™ is not responsible for managing payments and cannot be considered to monitor payment processing. Every effort will be made to work closely with the payment gateway, STRIPE to ensure the proper payment processing for all user accounts. Should a user use the FleetLeed™ Portal to unsubscribe or cancel a service, data stored according to this Terms of Agreement, will be deleted and cannot be recovered. Unsubscribing to the FleetLeed™ service will result in the forfeiture of all data amassed for the duration of time under which the account was open and the data cannot be recovered.

FleetLeed™ Service Fees are subject to change. FleetLeed™ will provide 30 days notice for such fee increases as it deems, in its sole discretion necessary to provide its standard services. Notice of fee increases or changes in services will be available on the FleetLeed™ website, but will not be emailed to users unless, at its sole discretion FleetLeed™ determines that email notification of changes is deemed necessary.

FleetLeed™ does not warrant that its services will be free of encumbrances to daily business of its users, for clarity meaning uninterrupted, insecure, or error-free or that data obtained through the use of a variety of third party partners will be accurate or without error, or that the data obtained in this manner will be exact to user range of requirements or that the data will be timely.

The failure of FleetLeed™ to exercise or enforce any right or provision of the Terms of Agreement shall not constitute a waiver of such right or provision. The Terms of Agreement constitutes the entire agreement between you and FleetLeed™ and govern your use of the Service, superceding any prior agreements between you and FleetLeed™ (including, but not limited to, any prior versions of the Terms of Agreement).

FleetLeed™ information present on its website(s) may not be duplicated, or used in any manner without the express permission of FleetLeed™. Inquiries and questions and comments about these Terms of Agreement should be sent to info@FleetLeed.com. All rights reserved as at December 31, 2016.