



Terms and Conditions

Inventory Management and
Asset Tracking made easy.

Read this policy carefully before submitting an application for registration to use the service. If you do not agree to act in accordance with the policy or any part thereof, your only remedy is to not access the service and not use the service.

By using the service, you indicate your acknowledgement that you have read and accepted this policy.

Terms of Service

These Terms of Service ("Terms") are a contract entered into between Touma Inc., doing business as, ASAP Systems, with its principal place of business at 355 Piercy Road, San Jose, California 95138, USA, ("ASAP Systems"), and the individual and/or entity or agent ("User" or "you") identified in the service application submitted during the enrollment registration process. These Terms are the general terms and conditions governing User's use of the electronic tracking, modules, communication, document generation, data collection, storage, and hosting services (collectively the "Service") made available by ASAP Systems through the ASAP Systems web site currently published at www.asapsystems.com ("Site"), and/or made available in whole or in part through any embedded module, application or third party partner web site or web portal. These Terms of Service are posted and made available for review from the ASAP Systems Site. ASAP Systems may make changes to these Terms, and continued use of the Service constitutes User's acceptance of any such changes. In addition, when using particular ASAP Systems services, User and ASAP Systems shall be subject to any posted guidelines or rules applicable to such Services that may be posted from time to time.



1. Registration

1.1 --- The Service requires a provisioned "Account" through which the Service may be accessed and used. In order to obtain a provisioned Account from ASAP Systems, you must (i) acknowledge that you have read and accepted these Terms of Service, (ii) provide a valid e-mail address to which you have right and permission to access and read e-mail communications, and (iii) provide any other information required by ASAP Systems during the enrollment registration process.

1.2 --- You represent and warrant to ASAP Systems that the information provided by you in the enrollment registration process is accurate and complete and that you will promptly update your Account and profile information during the term of this Service.

1.3 --- If you are registering on behalf of an entity, you represent and warrant to ASAP Systems that you have full right, power, and authority to bind such entity as the User to these Terms, including without limitation the use of the Site, collection, storage, and use of hosted data.

1.4 --- You are responsible for maintaining the security of your Account and password necessary to access your Account. ASAP Systems cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

1.5 --- You are responsible for all data, information, and content (collectively "Content") you may post on the Site, or use in conjunction with this Service, including activity that occurs under your Account (even when Content is posted, provided, or submitted by others who have separate user login access under your Account). Personally identifiable information (PII) submitted by you shall be subject to the ASAP Systems Privacy Policy published at the ASAP Systems Site or otherwise furnished to the User.

1.6 --- ASAP Systems reserves the right to refuse registration of, or cancel, accounts it deems inappropriate.

1.7 --- One person or entity may not maintain more than one free ASAP Systems Service Account. Accounts registered by automated methods, agents or "bots" are not permitted and represent a violation of these Terms of Service.

2. Use, Restrictions, and Responsibilities

2.1 --- User must use the Service at all times strictly in accordance with all policies, laws and regulations, including without limitation those relating to the use of the Internet, electronic communications, anti-spam, privacy, obscenity, defamation and applicable export laws. Your use of the Service at all times is subject to ASAP Systems' Acceptable Use Policy published at the ASAP Systems Site or otherwise furnished to the User and is incorporated in these Terms by reference. ASAP Systems reserves the right, but assumes no responsibility or obligation to monitor your conduct and use of the Service. ASAP Systems may, at its own discretion, take action to remediate any problems caused by violations (or alleged violations) of the Acceptable Use Policy, including but not limited to suspension to access (in part or in whole) the Service and/or suspension or termination of the User's Account.

2.2 --- For every electronic mail message sent in connection with the Service, User acknowledges and agrees that the Service may automatically add an identifying message footer stating "Powered by ASAP Systems" or a similar message.

2.3 --- In using the features of the Service, User may provide PII (such as name, contact information, or other registration information) to ASAP Systems. ASAP Systems may use this information and any technical information about User's use of this web site to tailor its presentations to User, facilitate User's navigation through the Site, or communicate separately with the User. All such PII is subject to the ASAP Systems Privacy Policy.

2.4 --- These Terms of Service are an agreement for use of the Service made available through the Site, and User is not granted a license to any software by these Terms. User will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service or any software,

documentation, or data related to the Service ("Software"); modify, translate, or create derivative works based on the Service or any Software; or copy (except for archival purposes), distribute, pledge, assign, or otherwise transfer or encumber rights to the Service or any Software; use the Service or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels, or build a competitive product or service.

2.5 --- In the course of navigating the Site and using the Service, User may provide ASAP Systems with feedback, including but not limited to suggestions, observations, errors, problems, feature rating and issues regarding the Service and Site (collectively "Feedback"). You hereby grant to ASAP Systems a worldwide, irrevocable, perpetual, royalty-free, transferable, and sub-licensable, non-exclusive right to use, copy, modify, distribute, display, perform, create derivative works from, and otherwise exploit all such Feedback.

2.6 --- User represents, warrants and covenants that: (i) you will not use the Service in any manner for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D:3, as set forth in Supplement No. 1 to Part 740 of the United States Export Administration Regulations, and (ii) it will not knowingly provide access to the Service to any person (including any natural person or government or private entity) that is located in or is a national of any embargoed or highly restricted country under United States Export Regulations.

2.7 --- You must obtain, at your own expense, the appropriate Internet connections and equipment needed to access and use the Service. You also must use reasonable security precautions in connection with your use of the Service.

3. Modifications

3.1 --- ASAP Systems may, without notice to User, update and otherwise modify the Site or Service in its sole discretion, including but not limited to providing updates or modifying features or functionality, or removing features or functionality (collectively "Updates"). These Terms apply to all such Updates.

4. Termination

4.1 --- User with monthly or free subscription may terminate these Terms of Service at any time by sending an e-mail message to sales@asapsystems.com or by sending written notice to, ASAP Systems at 355 Piercy Road, San Jose, California 95138, USA.

4.2 --- User with quarterly or semi-annual or annual subscription may terminate these Terms of Service by sending a written notice of termination at least 30 days prior to the commencement of the next renewal term by e-mail message to sales@asapsystems.com or by written notice to, ASAP Systems at 355 Piercy Road, San Jose, California 95138, USA.

4.3 --- ASAP Systems may terminate these Terms of Service, the Service, and the User's access to the User's Account at any time with or without cause, and with or without notice. ASAP Systems shall have no liability to User or any third party because of such termination.

4.4 --- Upon termination for any reason, ASAP Systems may delete any User archived data within 30 days after the date of termination. All sections of these Terms which by their nature should survive termination will survive termination, including, without limitation, warranty disclaimers and limitations of liability.

4.5 --- If User does not log into its account for more than 90 days, the Account may become inactive. When an Account is classified (at ASAP Systems' sole discretion) as inactive, ASAP Systems will notify User by e-mail.

Inactive Accounts have 30 days to become active or the account and its data, including tracking results and user configuration, may be permanently removed from the ASAP Systems Data Store.

5. Warranty Disclaimer

5.1 --- You use the service at User's own risk.

ASAP Systems does not warrant that the services will be uninterrupted or Error Free; nor does it make any warranty as to the results that may be obtained from use of the service. The service is provided on an "As Is", "As Available" basis and ASAP Systems disclaims all warranties, express or Implied, particular purpose and noninfringement. ASAP Systems makes no warranty that

- (i) the site or the service will meet your expectations,
- (ii) the site and service will be uninterrupted, timely, secure, or Error Free
- (iii) any Errors in the site or service will be corrected.

6. Limitation of Liability

6.1 --- Notwithstanding anything to the contrary, except for personal injury or damage to real or tangible personal property proximately caused by Asap Systems, ASAP Systems and its Suppliers (including but not limited to all Equipment and property suppliers), officers, affiliates, representatives, contractors, and employees shall not be liable for any direct, indirect special, or consequential damages (including damages for loss of business, loss of profits, litigation, or the like) or for damages that could have been avoided by the use of reasonable diligence, arising in connection with these terms or the service, whether based on breach of Agreement, breach of Warranty, tort (including negligence), or otherwise, even if ASAP Systems has been advised of the possibility of such damages.

You acknowledge and agree that the Service may be subject to limitations, delays, temporary outages, and other problems inherent to the use of the Internet or caused by computer equipment failures, telecommunications equipment failures, other equipment failures, electrical power failures, or acts of God, and that ASAP Systems is not responsible for any damage, harm, or losses resulting from such problems.

6.2 --- No claim may be asserted by either party against the other party with respect to any event, act, or omission that occurred more than two (2) years prior to such claim being asserted.

6.3 --- The limitations of damages and liability set forth above are the fundamental elements of the basis of the bargain between ASAP Systems and the User. The ASAP Systems Site and the Service would not be provided by ASAP Systems without such limitations.

6.4 --- Some Jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages, therefore, some of the above limitations of this section may not apply to you. In that Case, ASAP systems liability shall be limited to the fullest extent permitted by applicable law.

7. Confidentiality

7.1 --- As used herein, "Confidential Information" means all non-public information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, without limitation and without requirement of designation as confidential, the terms and conditions of this Agreement (including pricing and other terms reflected in Schedule A's hereunder), the User data and PII, customer and vendor lists, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for User data and/or PII) shall not include any information that:

- (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party.
- (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party.
- (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party.
- (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

8. Export of Services or Technical Data

8.1 --- User may not remove or export from the United States or allow the export or re-export of the Site and Service, or any direct product thereof, including technical data, in violation of any restrictions, laws, or regulations of the United States or any other applicable country.

9. Miscellaneous

9.1 --- If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

9.2 --- Both parties agree that these Terms are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of these Terms, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

9.3 --- No agency, partnership, joint venture, or employment is created as a result of these Terms, and User does not have any authority of any kind to bind ASAP Systems in any respect whatsoever.

9.4 --- In any action or proceeding to enforce rights under these Terms, the prevailing party will be entitled to recover its costs and attorneys fees.

9.5 --- These Terms of Service shall be treated as though it were executed and performed in the State of California USA and shall be governed by and construed in accordance with the laws of the United States of America and of the State of California without regard to its conflict of laws provisions or your actual state or country of residence.

These Terms of Service shall be interpreted in accordance with its fair meaning and not strictly for or against any party. All legal proceedings arising out of or in connection with this Terms of Service shall be brought solely in the federal or state courts located in Santa Clara County, California, and be brought solely in the federal or state courts located in Santa Clara County, California, and User expressly submits to the jurisdiction of, and venue in, such courts. User further consents to extra-territorial service of process.

9.6 --- ASAP Systems reserve the right to modify its pricing without notice. ASAP Systems will however make a reasonable attempt to notify User prior to such modification.

9.7 --- Your clicking on "I agree" or otherwise using the Service constitutes your electronic signature to these Terms of Service and your consent to enter into agreements with ASAP Systems electronically. User agrees that ASAP Systems may send in electronic form any notices or other communications relating to the Service ("Notices") to you, at ASAP Systems' option, to the e-mail address that you provided during registration (or such other e-mail address of which you notify ASAP Systems as provided in paragraph (1.1) above or by posting the Notice on the applicable Service or otherwise on the Site.

The delivery of any Notice from ASAP Systems is effective when sent, regardless of whether or when you read the Notice or whether you actually receive the delivery. All agreements completed electronically will be deemed for all legal purposes to be in writing and legally enforceable as a signed writing.

