

Check In Systems

Software Usage Agreement

Usage of Check In Systems Inc. software and/or website shall constitute agreement with the following;

You understand that you have the right to terminate or not use the software at anytime. You should review this agreement in full and if you do not agree to the following, immediately cease usage of the software.

Definitions

Subscriber shall mean the party by which payment was made to Check In Systems Inc. for the purpose of software usage.

End-User shall mean any person accessing Check In Systems Inc software and/or data.

General

As a subscriber, you take responsibility for the access of end-users. You have the ability to assign and revoke access to the system and therefore take responsibility and liability of those you have given access to the software.

As an end-user of Check In Systems Inc software, you shall not use or allow use of the software or data for any known illegal purpose. Upon discovery of a known illegal purpose of software or data, you will immediately notify Check In Systems Inc. by email or direct phone call.

All data created, stored or destroyed shall remain the property of the subscriber and shall not be shared or used by any other party other than to support the subscriber and their end users unless subscriber has given specific permission.

The subscriber shall at all times have the right to download and backup any and all data stored. The end-user has the ability to destroy data at will, therefore the subscriber and end-user shall hold Check In Systems Inc and it's employees, executives, and associates harmless from any and all damages caused by data loss regardless of how or why the data was lost.

Our service is available 24 x 7 x 365. With the exception of maintenance updates, our systems remain online 24 hours everyday of the year. Maintenance and updates are inevitable and may require minimal downtime. Updates, security patches and code maintenance are all included in the subscription. Updates are normally scheduled between 10 pm and 4 am EST and may cause minor downtime. In the event an emergency fix is needed, Check In Systems, without notice, will repair what is necessary to protect data, code and performance at no cost to the subscriber. Downtime for updates, maintenance or emergencies shall not constitute loss on behalf of the subscriber.

Termination or non-use of the software does not entitle any party to a refund of any portion of fees paid.

In exchange for usage of this software, you agree to hold harmless Check In Systems Inc., it's employees, executives and associates from any and all claims or damages.

This agreement shall be governed by the laws of the State of Florida.

This agreement may be updated at times. Check In Systems will make this agreement available online at the login page of the software. It is the responsibility of the subscriber to review the agreement regularly. Notification of change will be posted at the login page.

This agreement shall immediately replace any and all agreements between the parties. Any previous agreement is hereby terminated and nullified.

DISCLAIMER and LIMITS

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