



Service Agreement

WHEREAS “Service” refers to any software as a service (SaaS) offered by WellTraq.

Privacy

WellTraq does not share personal or commercial information. The information that is uploaded into our Service by users is only used to upkeep the Service that WellTraq provides. This may include any troubleshooting, detecting, and/or preventing of problems with the Service. Our staff has access to customer data for customer support purposes only. We will comply with court-ordered requests of information. The Service is hosted on Microsoft's Windows Azure platform. Their privacy statement can be found [here](#).

Data

Any data that you load into the Service is considered your data. We take appropriate safeguards to prevent unauthorized access. We also keep 30 days of rolling backups of Service data.

Service Availability

We strive to keep the Service up and running; however, all online services suffer occasional disruptions and outages, and WellTraq is not liable for any disruption or loss you may suffer as a result. In the event of an outage, you may not be able to retrieve data that you have stored.

Support

WellTraq provides email and phone support during normal business hours.

Updates to the Service or Software

The Service may be modified or updated to enhance features, or to fix bugs or security issues.

Payment Terms

Service fees are due monthly. Failure to pay may cause a suspension of access to the Service.

Canceling the Service

You may cancel a Service at any time, with or without cause. Cancelling a paid Service stops future charges to continue the Service.



Termination of Usage

WellTraq may terminate your access, or suspend your access to all or part of the Service, immediately without notice, for any conduct that WellTraq, in its sole discretion, believes is in violation of any applicable law or is harmful to the interests of another user, a third-party provider, or WellTraq. Upon termination, you must cease use of the Service and destroy all materials obtained from the Service and all copies thereof (excluding your data which you have put into the Service), whether made under these Terms of Use or otherwise.

Warranties

WellTraq makes no warranties, express or implied, guarantees or conditions with respect to your use of the Service. You understand that use of the Service is at your own risk and that we provide the Service on an “as is” basis “with all faults” and “as available”. You bear the entire risk of using the Service. WellTraq does not guarantee the accuracy or timeliness of the Service. To the extent permitted by law, we exclude any implied warranties, including for merchantability, satisfactory quality, and fitness for a particular purpose, workmanlike effort, and non-infringement. You acknowledge that computer and telecommunications systems are not fault-free and occasional periods of downtime occur. We do not guarantee the services will be uninterrupted, timely, secure, or error-free or that content loss will not occur, nor do we guarantee any connection to or transmission from computer networks.

Limitation of Liability

If you have any basis for recovering damages (including breach of these Terms), you agree that your exclusive remedy is to recover, from WellTraq, direct damages up to an amount equal to your Service fee for the current month period during which the loss or breach occurred. You cannot recover any other damages or losses, including direct, consequential, lost profits, special, indirect, incidental, or punitive. These limitations and exclusions apply even if this remedy does not fully compensate you for any losses or fails of its essential purpose or if WellTraq knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to these Terms, the Service, or the software related to the Service.