

TERMS OF SERVICE

1. Acceptance of Terms

By accessing or using the ServeLynx platform (the “**Service**”) provided by **Gennex IT Solutions LLC** (“**Company**,” “**we**,” “**our**,” “**us**”), you (“**Customer**,” “**you**,” “**your**”) agree to be bound by these Terms of Service (“**Terms**”) and any Order, Quote, or Statement of Work executed between the parties. If you do not agree, do not access or use the Service.

2. Definitions

- “**Authorized User**” – an individual whom Customer permits to use the Service.
- “**Customer Data**” – data, files, or content uploaded or transmitted to the Service by Customer or Authorized Users.
- “**Documentation**” – user guides and technical manuals made available via the Service.

3. License Grant & Restrictions

Company grants Customer a non-exclusive, non-transferable, worldwide right to access and use the Service during the Subscription Term solely for Customer’s internal business purposes, subject to usage limits in the applicable Quote. Customer shall not (i) sublicense, sell, or lease the Service; (ii) reverse engineer or create derivative works; (iii) use the Service to infringe the rights of others or in violation of law.

4. Account Registration & Security

Customer must provide accurate information and maintain the confidentiality of login credentials. Customer is responsible for activities under its accounts. Customer will promptly notify Company of unauthorized use or security breaches.

5. Fees & Payment

Fees and payment terms appear in each Quote. All fees are non-refundable except as expressly stated in an SLA credit or Section 14 (Termination for Cause). Late payments accrue interest at 1.5 % per month (or the maximum rate permitted by law) starting on the 6th day after the due date.

6. Support & Service Levels

Support hours, response times, and uptime commitments are described in the **Service Level Agreement (“SLA”)** incorporated herein by reference. Customer’s sole remedies for any downtime or performance issues are the service credits set forth in the SLA.

7. Customer Responsibilities & Acceptable Use

Customer shall (a) ensure Authorized Users comply with these Terms; (b) use commercially reasonable efforts to prevent unauthorized access; (c) not upload malicious code; (d) not use the Service for spam, phishing, or illegal content.

8. Intellectual Property; Feedback

All right, title, and interest in the Service and Documentation remain with Company and its licensors. Customer grants Company a worldwide, royalty-free license to use Feedback for any purpose.

9. Third-Party Services

The Service may interoperate with third-party applications (“**Third-Party Services**”). Company does not control and is not responsible for Third-Party Services. Use is at Customer’s own risk and governed by third-party terms.

10. Confidentiality

Each party shall protect the other’s Confidential Information with at least the same care it uses for its own (and no less than reasonable care) and use it only to perform obligations or exercise rights under these Terms.

11. Data Security & Privacy

Company will implement and maintain administrative, physical, and technical safeguards as described in the **Privacy Policy** below.

12. Warranties & Disclaimers

Company warrants that the Service will materially conform to the Documentation. EXCEPT AS EXPRESSLY PROVIDED, THE SERVICE IS PROVIDED “AS IS” AND COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

13. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY’S LIABILITY EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NEITHER PARTY SHALL BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES.

14. Indemnification

Each party agrees to indemnify, defend, and hold harmless the other from third-party claims arising from (a) its infringement of intellectual-property rights or (b) its breach of these Terms.

15. Termination & Suspension

Either party may terminate for material breach not cured within 30 days. Company may suspend access immediately for non-payment, security risk, or violation of the Acceptable Use Policy. Upon termination, Customer Data will be available for export for 30 days and then deleted.

16. Governing Law & Dispute Resolution

These Terms are governed by the laws of the State of Florida, without regard to conflict-of-laws principles. Any dispute shall be resolved in the state or federal courts of **Manatee County, Florida**, or, if elected by either party, binding arbitration under the Commercial Arbitration Rules of the AAA.

17. Changes to Terms

We may update these Terms with 30 days' notice via email or in-app message. Continued use after the effective date constitutes acceptance.

18. Contact

Questions? Email contactus@gennexitsolutions.com.