Terms and Conditions

for Organizations Subscribing to GlassManager

January 2025

Definitions

Account	The Customer's arrangement with GlassManager to access and use the Software.
Customer	The organization accessing and using the Software. Includes all Users belonging to that organization.
GlassManager	The application service provider (ASP) for the GlassManager web application software. GlassManager is a Division of Tech To U Inc.
Software	GlassManager business management web application software.
User	Any individual accessing and using the Software, whether from within the Customer's organization or externally.
Payment Provider	The organization providing the payment solution for e-commerce, including technical processing services to support credit and debit card transactions and other forms of local payment methods.

1.0 General Conditions

1.1 The terms and conditions of this Agreement plus GlassManager Proposals, Schedules, or other documents in or referencing this Agreement constitute the entire Agreement between the Customer and GlassManager and shall not be modified or rescinded, except in writing, signed by the Customer and GlassManager. The provisions of this Agreement supersede and precede all prior oral and written quotes and communications.

1.2 The Customer must read, agree with and accept all of the terms and conditions of this Agreement before the Customer may access and use the Software. Any usage of the Software by the Customer or any of its Users constitutes full acceptance of the terms and conditions of this Agreement.

1.3 Any new features added to the Software shall also be subject to the terms and conditions of this Agreement. GlassManager reserves the right to update and change the Terms and Conditions by posting an update on the GlassManager website at http://www.glassmanager.com. The Customer is advised to check the Terms and Conditions occasionally for any updates or changes.

1.4 The Customer acknowledges that any communications (not including credit card information) using the Software may be transferred unencrypted. Credit card information is always encrypted during transfer over networks. Credit card information is not stored in the Software.

1.5 The Customer acknowledges and agrees that the use of the Software, including information transmitted to or stored by the Software is governed by our privacy policy at http://www.glassmanager.com.

1.6 The Customer acknowledges and agrees that it is its sole responsibility to ensure that the usage of the Software is fully compliant with any and all laws, regulations, standards, policies, terms and conditions that it is subject to, including those referenced in this Agreement.

1.7 The Customer acknowledges and agrees that it is responsible for all activity and content from all Users under its Account.

1.8 The Customer acknowledges and agrees that it is responsible for all aspects of payment processing and credit card processing, including, but not limited to fees, equipment, banking arrangements, transaction security, data storage security, tax/duty/levy collection and tax/duty/levy remittance.

2.0 Software Account

2.1 If you are signing up for the Software on behalf of your employer, your employer shall be the Customer. You represent and warrant that you have the authority to bind your employer ("the Customer") to this Agreement.

2.2 The Customer is responsible for keeping all usernames and passwords secure. GlassManager will not be responsible for any loss or damage from the failure to maintain the security of usernames and passwords.

3.0 Price Changes

3.1 GlassManager may adjust the price of the Software or Services when necessary. Any price changes will be communicated at least 30 days prior to their effective date via email or other reasonable means. If the Service offer includes a fixed term and price, that price will remain in effect for the duration of the fixed term.

4.0 Payment and Refunds

4.1 Monthly Fees or Yearly Fees will be invoiced at the start of the usage of the Software. Monthly Fees for subsequent months will be invoiced at the beginning of each month. Yearly Fees for subsequent years will be invoiced at the beginning of each year. All one-time Setup fees will be invoiced at the acceptance of this Agreement.

4.2 If Customer's use of the service exceeds the terms of the Agreement or otherwise requires the payment of additional fees, the Customer shall be billed for such usage and agrees to pay the additional fees in the manner provided herein.

4.3 Payment can be made by Visa, MasterCard, Company Cheque, Bank Draft, EFT or ACH. If the Customer's credit card is declined or cheque returned as NSF, a $50 NSF charge will be applied. If the credit card or any other payment transaction is disputed by the Customer, a $50 charge will be applied.

4.4 Payment must be received in full within 30 calendar days of each payment due date, otherwise it will be considered a delinquent amount and will be subject to interest charges on the delinquent amount of 1.5% per month compounded monthly (effective rate of 19.56% per year) starting on the invoice date. Late payment may lead to Account suspension or Account termination.

4.5 An Account may be suspended if payment still has not been received in full more than 30 days since the payment due date. An Account may be terminated if payment still has not been received in full more than 60 days since the payment due date. An account statement will be issued and the account may be referred to a collection agent or legal action may start.

4.6 All fees are exclusive of all federal, provincial, state or other governmental sales, goods and services, harmonized or other taxes, fees, or charges now in force or enacted in the future.

4.7 GlassManager does not provide any refunds.

5.0 Term, Renewal and Termination

5.1 The initial term of this Agreement is 1 year. Thereafter, the Customer may only renew this Agreement for successive 1-year terms upon continued usage of the Software per the terms and conditions of this Agreement and payment of all outstanding balances. Updated fees and pricing may apply at yearly renewal.

5.2 GlassManager reserves the right to suspend or terminate the Account without notice and without refunds given should we determine, at our sole discretion, any serious breaches of this Agreement.

5.3 The Customer may terminate their Account at any time by emailing support@glassmanager.com and then following the instructions in GlassManager's response.

5.4 Once Account termination is initiated, the customer has until the end of the subscription period to access their data. If the account has been terminated without notice, the customer can request the available data within 7 days, at a set fee. At the end of the subscription period, all available customer data will be deleted from the software and cannot be retrieved.

6.0 Disclaimer and Limitation of Liability

6.1 The Software is provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, unless otherwise stated. The entire risk as to the quality and performance the Software is with the Customer.

6.2 The Customer expressly understands and agrees that GlassManager shall not be liable for any property damage, personal injury, loss of use, loss of data, loss of profits, loss of goodwill, interruption of business, or other consequential, indirect, incidental, punitive or special damages. This applies to all situations however caused, whether for GlassManager errors, omissions, & delays; 3rd party errors, omissions & delays; customer errors, omissions & delays; breach of warranty, contract, tort (negligence included), strict liability or otherwise, other than those damages that are incapable of limitation, exclusion or restriction under applicable law. No suit or action shall be brought against GlassManager more than 90 days after the related cause of action has accrued.

6.3 The Customer agrees to indemnify and hold GlassManager and our parent, subsidiaries, affiliates, officers, directors, agents and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the Customer's use of the Software.

6.4 GlassManager shall not be liable to the Customer or to any third party for any modification, fee change, suspension or termination of the Account.

6.5 GlassManager does not warrant that the Software will be uninterrupted, timely, secure, or error-free.

6.6 GlassManager does not warrant that the quality of the Software will meet the Customer's expectations or that any errors in the Software will be corrected.

7.0 Copyright

7.1 The Software and its original content, features and functionality are owned by GlassManager and are protected by international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

7.2 The Customer agrees not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Software without express written consent by GlassManager.

7.3 The Customer will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, algorithms, documentation or data related to the services of GlassManager.

8.0 Acceptable Use Standards

8.1 GlassManager reserves the right to suspend or terminate Accounts with no refunds issued should we determine, at our absolute discretion, that usage of the Software is not acceptable for reasons that include, but are not limited to:

a. Customer violation of Civil and Criminal laws and regulations, including but are not limited to areas of Copyright, Intellectual Property, Trade Secrets, Personal Information and Confidential Information.

b. Customer does not comply with standards, policies, terms and conditions referenced by this Agreement.

c. Customer actions, materials or links to materials that are unlawful, pornographic, hateful, abusive or threatening towards another person, entity or group.

d. Customer materials that are considered junk or unsolicited bulk email (Spam, mail bombing, etc.).

e. Customer usage of Software causes network disruption on GlassManager network or other networks, whether usage is intentionally malicious (network flooding, accessing another's site without permission, port scanning for vulnerabilities on other Servers etc.) or unintentional.

8.2 Any suspension or termination of the Account shall not relieve the Customer of any liability incurred or monies due prior to such termination. GlassManager reserves the right to prosecute organizations and individuals who knowingly disregard these laws, regulations, standards, policies, terms or conditions.

9.0 Complete Agreement, Severability and Waiver

9.1 GlassManager may update its Terms and Conditions from time to time. Any changes will be communicated to the Customer via email, in-app notification, or by posting the updated terms on our website. The updated Terms and Conditions will be effective as of the date they are posted. By continuing to use the Software after the effective date, the Customer agrees to be bound by the updated Terms and Conditions. The most current version of the Terms and Conditions can be found at www.glassmanager.com.

9.2 The terms and conditions of this Agreement plus GlassManager Proposals, Schedules, or other documents in or referencing this Agreement constitute the entire Agreement between the Customer and GlassManager and shall not be modified or rescinded, except in writing, signed by the Customer and GlassManager. The provisions of this Agreement supersede and precede all prior oral and written quotes and communications, including but not limited to, any prior versions of the Terms and Conditions.

9.3 No agency, partnership, joint venture, or employment is created as a result of this Agreement, and the Customer does not have any authority of any kind to bind GlassManager in any respect.

9.4 If any provision of the terms and conditions of this Agreement are held to be illegal, invalid or un-enforceable, in whole or in part, the legality, validity and enforceability of the remaining provisions shall not be affected.

9.5 The failure of GlassManager to exercise or enforce any right or provision of the terms and conditions of this Agreement shall not constitute a waiver of such right or provision.

10.0 Governing Laws

10.1 This Agreement will be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada. The Customer submits to the exclusive jurisdiction of the courts of the Province of Alberta.

11.0 Integrated Payment Processor (if applicable)

11.1 The Customer must read, agree with and accept all of the terms and conditions of GlassManager's Payment Provider before the Customer may access the integrated payment processor.

11.2 The Customer acknowledges and agrees to integrate GlassManager's Payment Processor with the Customer's GlassManager account.

11.3 The Customer acknowledges and agrees the integration is subject to the acceptance of the GlassManager's Payment Provider Online Application and GlassManager has no influence on the decision.

11.4 The customer acknowledges and agrees that the monthly fee and all other charges related to the use of the GlassManager Payment Processor account will be paid directly to the Payment Provider.

12.0 SMS Messaging Service (if applicable)

12.1 The Customer acknowledges and agrees to integrate GlassManager's SMS Messaging Service with the Customer's GlassManager account.

12.2 GlassManager is not responsible for the final delivery of any communication initiated through GlassManager's SMS Messaging Service as this is out of our control and is the responsibility of downstream communication carriers.

12.3 GlassManager may assign a phone number to the Customer, however the phone number is not to be the ownership of the Customer. GlassManager reserves the right to reclaim phone numbers.

12.4 The monthly credit limit includes the sending and receiving of messages. Any unused messages must be used in the same month and will not be rolled over to the next month.

12.5 The Customer acknowledges and agrees that a SMS message up to 160 characters costs 1 credit and an MMS message costs 3 credits. If there is a change in the carrier cost, GlassManager may update the SMS Messaging Service pricing with notice to the Customer.

12.6 The Customer is responsible for providing the receiving third party, the option to opt out of receiving SMS messages.

12.7 The Customer accepts that the SMS Messaging Service is to be used for professional use only. GlassManager is not responsible for the sending or receiving of messages which may transmit as spam, misleading, unlawful, racist, harassment, defamatory, abusive, threatening, immoral, obscene, pornographic, or otherwise objectionable material of any kind. Nor is it responsible for any material that contains viruses, trojan horse, or other harmful or deleterious programs.

12.8 For SMS Phone Number registration purposes, the customer agrees to provide business information such as, but not restricted to Legal Company Name, Tax ID, Business Type and Industry, Website URL, and Contact Person information. The provided information will be securely handled and used solely for the purpose of the messaging campaign. If the required information is not provided when requested, the SMS phone number cannot be registered and the SMS Messaging Service cannot be activated. A fee will apply for the registration process. If the application is not approved on the first attempt and needs to be re-submitted, extra charges may apply.