

Terms of Service

By using Boom-track.com ("**The Service**") you are agreeing to be bound by the following terms and conditions ("**Terms of Service**"). Those terms are only available in English to avoid potential contradictions between translated versions

Before going into details here is a summary of the most important points of the Terms of Service:

1. **Your data is your data** and we have no rights regarding to it.
2. We are serious about security and keeping your data safe.
3. We are compliant with EU-GDPR.
4. Two different people are not allowed to connect with the same user account.
5. There is no limit to the number of leads or comments but you must have a fair usage of the service.
6. A year means 365 days and payments are done at the beginning of each period.
7. When you subscribe to the Service you agree to receive our product updates via our monthly newsletter which can easily be unsubscribed.
8. You can cancel your account at any time and you can export your data at any time.
9. We do not refund any started period.
10. By accepting those terms of services you also accept our Data Processing Agreement which is essential for GDPR compliance.

Boom track.Com reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new features and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: <http://www.Boom-track.com>.

Violation of any of the terms below will result in the termination of your account.

11. Account Terms

1. Access to The Service is done through a user account with a modern browser or phone. Only one person can use one user account, if you want several people to

access the service you must create individual user accounts for each. User accounts must be created with a valid email address. The admin of the account agrees that their email address is the only official way to communicate to them.

2. Users must have a fair usage of The Service. Boom-track.com is intended to be used “manually” by sales people or managers who want to close deals or have a view on their sales activity. Even if the number of leads, comments, and attached files is not limited, you are not entitled for example to send hundreds of automatic emails to The Service except if it is specifically mentioned that you can. You’re not entitled to create a number of leads by user account that clearly cannot be managed by one single human. In case of unfair usage The Service Provider will contact the admin and might suspend the account temporarily if the usage puts the platform at risk. If the issue cannot be resolved quickly The Service Provider might close the account not respecting the fair usage policy.
3. We do provide an API to automatically interact with The Service, quota limit might be set in the future. Once again the idea is to have a fair usage of The Service even through the API. You’re not allowed to send request to The Service in order to overload it or to test its limits.
4. You are responsible for maintaining your password policy and its privacy. Never ever give your password to anyone by any means. We will never ask you to give us your password by phone, e-mail or by any other means. The secured login form to access The Service is the only place where your password must be provided to authenticate yourself. The Service Provider cannot and will not be liable for any loss or damage from your failure to comply with this password security obligation.
5. You are responsible for all content posted in your account; you are not entitled to post data that are against the law or have been acquired illegally. You may not use the Service for any illegal or unauthorized purposes. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
6. The subscription is unlimited in terms of leads. Yet, documents larger than 20Mo won't be accepted and storage is limited to 10 Go per user account. The Service Provider reserves the right to modify this limit.

12. Payment, Subscriptions and Refunds

1. A valid credit card is required for paying accounts. Your payment may be processed through a third-party payment processing service, such as paypal, and additional terms may apply to such payments. We currently engage a third party, for online payment processing services, and in addition to these Terms, you agree that such third-party terms and conditions shall apply to your online payments of the Fees. We reserve the right to use other third-party payment processing services for such purposes in the future.
2. you'll have a trial period of 14 days, which after those 14 days of trial period, you shall begin your yearly membership.

3. Once you sign up for an account, and provide your credit card information should you not cancel that account before the end of your trial period, you will be billed every year starting on the day your trial period ends ("Billing Date"). For example, if you signed up January the 1st, the next billing will occur January the 15st the year after. When you cancel your account you won't be charged anymore after that.
 4. The amount you are billed depends on the number of users of the service. Disabled users do not count on the total number of users.
 5. The Service is billed in advance according to the subscription period (year) and is non-refundable. There will be no refunds or credits for partial months of service, no upgrade/downgrade refunds, or refunds for months unused with any account. In order to treat everyone equally, no exceptions will be made.
 6. Fees presented on Boom-track.com are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties. Private users and israeli companies will be charged including the israel Value Added Tax.
 7. For Israeliean companies, the VAT is already included to the price upon the invoice.
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13. Cancellation and Termination

1. You are solely responsible for properly canceling your account. An email or phone request to cancel your account is not considered as a cancellation. You can cancel your account at any time through the admin part of your interface. When canceling your account, you can chose provide a very short explanation of why you chose to cancel in order to help us improve our service for the future. Once your account is canceled you will receive an email confirmation, please keep it as a proof of your cancelation.
2. All of your content will be deleted from the Service 90 days after effective cancellation. This information cannot be recovered once your account is deleted.
3. If you cancel the Service before the end of your current paid up month you can continue to use the Service until the end of your current subscription if you choose to. You will not be charged again.
4. The Service Provider, in its sole discretion, has the right to suspend or terminate your account at the end of any subscription with a 30-day notice and refuse any future use of the Service for any reason at any time. Such termination of the Service will result in the deactivation or your access to your account and later deletion of your account. If your account is closed this way you can ask for an export of your data up to 30 days after the closing of your account. The Service Provider reserves the right to refuse service to anyone for any reason at any time.

14. Data Ownership, Confidentiality, Copyright and Security

1. Your data is your data; you are and remain the sole owner of it. We claim no intellectual property rights over the material you provide to the Service. We have no right to use your data except to provide you a great customer support experience or compute usage statistics. All of The Service Provider employees that may have access to your data are bound by a written non-disclosure agreement. You can at any time through the admin of your account forbid The Service Provider's engineering and support team to access your account.
You grant The Service Provider the right to use your data in a statistical and anonymous way and mixed together with the data of other customers for communication purpose like blog post, or press releases
2. Your access to your data is done through a secure (encrypted) SSL connection; you can check a third party analysis of our ssl connection on [Qualys Website](#). Data is hosted in the USA inside the [Amazon AWS architecture](#). Amazon AWS complies with the [Privacy Shield](#). We may decide to change of technical provider at anytime either in Europe, or in the USA under the Privacy Shield, or in any other country with a sufficient level of privacy and security as asked by the EU. We use [Engine Yard](#) services and stack in order to have a high level of security (this may also change without notice). We always run security patches when released. Connection to our servers by the technical team is always done through secured encrypted protocols and a 2-step authentication mechanism when using Engine Yard.
Our system has successfully been audited against SQL injection and cross scripting attacks.
By using The Service, you understand and accept that The Service Provider uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
3. We duplicate our database content in real time and we backup data on a daily basis. In case of simple failure no data should be lost. In case of dramatic failure, the maximum data loss is then of 24 hours. Backups are intended to be used only in case of dramatic failure. If for a reason or another you destroy some of your data and need us to restore it we might ask you to pay for this. A proposal will be submitted to you for acceptance before any action is taken.
4. no|Boom-track.com is copyright © You Don't Need a Boom-track SAS. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from The Service Provider. You're not entitled to reverse engineer the product.
5. Boom-track.com has been developed by You Don't Need a Boom-track.com team but relies on a lot of great open source technologies.
6. To read more about data processing and security please refer to the [Data Processing Agreement](#)"

15. Privacy and customer references

1. Read more and choose your settings in our [Privacy Policy](#)
 2. We use Google Analytics and other vendors tracking tools to understand from where and how you came to our website
 3. When you register for the Service we add you and the users you create to our newsletter list in order to keep you informed about the product updates which you agree to. Every user can deactivate the newsletter from their personal email preferences (in progress) as well as directly from the newsletter. When you close your account you will be asked if you want to cancel the subscription to the newsletter (in progress). Newsletter is sent once a month.
 4. You grant us the right to use your company name and logo as a commercial reference. If you have written a review of our product on another website or app, you allow us to use it in our communication as well as your name and picture if any. If you don't want us to use your company name or your review please let us know by contacting our support and give us up to 15 days to remove the content after confirmation that we have received your message
 5. In conformity to the Israeli Law and GDPR you can have access to your personal information and ask for their rectification.
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16. Modifications to the Service

1. The Service Provider reserves the right at any time and from time to time to modify The Service add new feature or remove definitively certain ones without previous notice. The Service Provider may also temporarily stop The Service (or any part of it) for technical reasons with or without notice. The Service Provider will do its best efforts to schedule maintenance with downtime in advance and at low activity time
2. The Service Provider reserves the right to change its prices for prospective customers at any time and for existing customers with a 90-day prior notice.
3. The Service Provider reserves the right to close definitively the service with a 90-day prior notice.
4. The Service Provider shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service under the terms of this Terms of Services
5. There is an option to dial through / via our platform , the dialed call is through outsource supplier, wich is not relateted to our platdorm and Boom-track.com will not held responsible for any claim regarding this service.

17. General Conditions

1. Technical support is available via email and through the interface available in The Service. Support is available during weekdays from 7h GMT to 22h GMT. A lot of resources are also available online through our help section, our academy, and our YouTube channel.
2. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service without the express written permission by The Service Provider.
3. You must not try to transmit any worms or viruses or any code of a destructive nature, nor try to compromise the Service.
4. Questions about the Terms of Service should be sent to our support at support@Boom-track.com

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