

# Terms of Service Agreement for Cacheflow Enterprise, inc.

## 'FIDEL CACHE FLOW' "Desperado Sales Group" Community Subscription

### 1. Subscription and Billing

1.1 By subscribing to the Desperado Sales Group Community ("Service"), you agree to a recurring subscription that will automatically renew unless cancelled.

1.2 Subscription fees will be billed in advance on a monthly or annual basis, depending on the plan selected.

1.3 You authorize Cacheflow Enterprise, inc. to charge the applicable subscription fee to your designated payment method.

1.4 Subscription fees are non-refundable. No refunds or credits will be provided for partial use or non-use of the Service

### 2. Automatic Renewal

2.1 Your subscription will automatically renew at the end of each billing period unless cancelled prior to the renewal date

2.2 For monthly subscriptions, renewal will occur monthly on the same date as the original subscription start date.

2.3 For annual subscriptions, renewal will occur yearly on the anniversary of the original subscription start date.

2.4 Cacheflow Enterprise, inc. reserves the right to change subscription fees upon renewal with 30 days prior notice

### 3. Cancellation

3.1 You may cancel your subscription at any time through your account settings or by contacting customer support

3.2 Cancellation will take effect at the end of your current billing period. You will retain access to the Service until the end of the paid-for period

3.3 No refunds will be issued for cancellations made during an active subscription period

### 4. Access and Use

4.1 Cacheflow Enterprise, inc. grants you a limited, non-exclusive, non-transferable right to access and use the Service during your active subscription period.

4.2 You agree not to share your account credentials or provide access to the Service to any third parties.

## 5. Content and Intellectual Property

5.1 All content provided through the Service is owned by or licensed to Cacheflow Enterprise, inc. and is protected by copyright and other intellectual property laws.

5.2 You may not reproduce, distribute, modify, or create derivative works of any content from the Service without explicit permission.

## 6. Termination

6.1 Cacheflow Enterprise, inc. reserves the right to suspend or terminate your access to the Service for violation of these terms or for any other reason at its sole discretion.

6.2 Upon termination, you will lose access to the Service, and no refunds will be provided for any remaining subscription period<sup>3</sup>.

## 7. Disclaimer of Warranties

7.1 The Service is provided "as is" without any warranties, express or implied.

7.2 Cacheflow Enterprise, inc. does not guarantee any specific results or outcomes from use of the Service.

## 8. Limitation of Liability

8.1 Cacheflow Enterprise, inc.'s liability for any claims arising from the use of the Service shall be limited to the amount paid by you for the Service in the 3 months preceding the claim.

## 9. Changes to Terms

9.1 Cacheflow Enterprise, inc. reserves the right to modify these terms at any time. You will be notified of any material changes, and continued use of the Service constitutes acceptance of the modified terms.

## 10. Governing Law

10.1 This agreement shall be governed by and construed in accordance with the laws of Texas, without regard to its conflict of law provisions.

By subscribing to the Cacheflow Enterprise, inc. B2B Sales Community 'Desperado Sales Group', you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.