Terms and Conditions of Service for FreelancerCRM

Last Updated: August 27, 2025

1. General

1.1. Welcome to FreelancerCRM. The FreelancerCRM website, mobile application ("App"), and related services (collectively, the "Service") are operated by **Amos RF LLC dba AJA Software Solutions** ("AJA," "Company," "we," "us," or "our"). Access to and use of the Service is subject to these Terms and Conditions of Service ("Terms").

1.2. By accessing or using our Service, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree with these Terms, you must stop using the Service immediately.

1.3. Our Service is intended for professional use. When you use the Service, you are doing so for your trade, business, craft, or profession. This Service is not intended for users under the age of 18.

1.4. Your privacy is important to us. Our collection and use of personal data in connection with the Service are described in our **Privacy Policy**.

2. Definitions

- **"Agreement"**: Refers to these Terms, our Privacy Policy, and the Data Processing Agreement (DPA) located at the end of this document.
- **"Owner"**: The User with ultimate control over a "Workspace," including its data and all activities within it. The Owner acts as the "data controller" for any personal data within a Workspace.
- **"Workspace Data"**: Any data, including client details, sales pipelines, and financial information, that you store or process within a Workspace. You are the owner of your Workspace Data.
- **"Service Plan"**: A subscription to a specific set of features, which may be offered on a monthly or annual basis.
- **"Supplier"**: Refers to **Amos RF LLC dba AJA Software Solutions**, a US company located at 5009 Branded Oaks Ct, Tallahassee, FL 32311, USA. Email: privacy@ajasoftwaresolutions.com, Phone: +1 713-589-9382.
- **"User"**: Anyone who uses or accesses the Service, including account holders and visitors.

3. Intellectual Property Rights

3.1. The Service, including all software, design, text, graphics, and other materials ("AJA Materials"), is the property of AJA and its licensors and is protected by intellectual property laws. We retain all rights, title, and interest in and to the AJA Materials.

3.2. You may not copy, modify, sell, lease, reverse engineer, or create derivative works of the Service or AJA Materials. You may not use the Service for competitive purposes or impose an unreasonable load on our infrastructure.

4. License to Use the App

4.1. We grant you a non-transferable, non-exclusive license to download and use the App on a device you own or control, subject to these Terms. You may not attempt to derive the source code of the App.

4.2. If you download the App from the Apple App Store, additional terms apply. You acknowledge that this Agreement is between you and AJA, not Apple. Apple has no obligation to provide maintenance or support for the App.

5. Payments, Subscriptions, and Refunds

5.1. **Subscriptions:** If you purchase an auto-renewing subscription, your account will be billed continuously until you terminate it. Your subscription will automatically renew for an equivalent period unless you change or terminate it through your account settings.

5.2. **Payment Processors:** All financial transactions are processed through third parties, such as the Google Play Store and the Apple App Store. We are not responsible for the actions or inactions of these payment processors.

5.3. **Refund Policy:** If your account is terminated by you or by us, you will receive no refund or exchange of any kind.

6. User Responsibilities

6.1. You are responsible for all activity that occurs under your account, including the legality and accuracy of your Workspace Data.

6.2. You must keep your account credentials confidential. You must notify us immediately of any unauthorized use of your account.

6.3. You agree not to use the Service to transmit harmful code, malware, illegal content, or unsolicited communications.

7. Termination

You may terminate your account at any time through the Service. We may terminate or suspend your access to the Service at any time, for any reason, without notice. Provisions of these Terms relating to intellectual property, disclaimers, and limitations of liability shall survive termination.

8. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND. WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE.

9. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL AJA OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, OR GOODWILL.

OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES YOU PAID TO US (IF ANY) DURING THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

10. Governing Law and Dispute Resolution

These Terms and any dispute arising from them shall be governed by the laws of the **State of Florida and the United States of America**, without regard to conflict of law principles.

All disputes shall be subject to the exclusive jurisdiction of the state and federal courts located in **Leon County, Florida, USA**.

11. Miscellaneous

These Terms constitute the entire agreement between you and AJA concerning the Service. If any provision is deemed unenforceable, the remaining provisions will remain in full force and effect. This agreement was written in English (US), and the English version controls over any translation.

Data Processing Agreement (DPA)

This DPA is between the **Supplier (AJA)** and the **Owner (User)** and forms part of the Agreement.

1. **Roles:** The Owner is the "controller" of Workspace Data, and the Supplier is the "processor". We will only process Workspace Data on the Owner's behalf and instructions to provide the Service.

2. **User's Obligations:** The Owner is responsible for the legality and accuracy of all Workspace Data. You agree not to use the Service to process "special categories of personal data" under GDPR (e.g., health data) or data related to criminal convictions without our prior consent.
3. **AJA's Obligations:** We will maintain appropriate technical and organizational security measures to protect Workspace Data. We will ensure that any personnel authorized to process Workspace Data are committed to confidentiality. We will notify you without undue delay of any personal data breach involving your Workspace Data.
4. **Data Deletion:** Following the termination of your account, we will permanently delete your Workspace Data from our active systems within a reasonable period, typically 90 days. This grace period allows you to retrieve your data or reactivate your account. We may retain certain information if required by law.