

# Terms of Service for Quickport CRM

**Effective Date:** October 23, 2025

**Last Updated:** October 23, 2025

## 1. Agreement to Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you (whether personally or on behalf of an entity) ("you," "your," or "User") and Quickport CRM ("we," "us," "our," or "Quickport"), concerning your access to and use of the Quickport CRM platform, including the website <https://quickport.co.in>, mobile applications, APIs, and any related services (collectively, the "Service").

**By accessing or using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy.** If you do not agree to these Terms, you must immediately discontinue use of the Service.

## 2. Definitions

For purposes of these Terms:

- **"Account"** means your registered user account on the Quickport CRM platform
- **"Content"** means text, images, data, communications, files, and other materials you submit, upload, or transmit through the Service
- **"Customer Data"** means all data, information, and content provided by you or your end-users through the Service
- **"DLT"** means Distributed Ledger Technology as defined by TRAI (Telecom Regulatory Authority of India)
- **"Service"** means all Quickport CRM products, features, applications, and websites
- **"Subscription"** means your selected tier (Foundation, Engage, Automate, Intelligence, or Innovation) and billing cycle
- **"Third-Party Services"** means MSG91, Razorpay, AWS, and other integrated service providers

### **3. Eligibility and Registration**

#### **3.1 Eligibility**

You must be at least 18 years of age and legally capable of entering into binding contracts to use the Service. By registering, you represent and warrant that:

- You have the legal capacity and authority to enter into these Terms
- All registration information you provide is accurate, current, and complete
- You will maintain the accuracy of such information
- Your use of the Service complies with all applicable laws and regulations

#### **3.2 Account Registration**

To access the Service, you must:

- Provide a valid mobile number (E.164 format for India: +919XXXXXXXXXX), email address, and business name
- Complete two-step OTP verification (SMS and Email)
- Accept these Terms and our Privacy Policy
- Provide accurate Light KYC information (GSTIN, UDYAM, website, business category) where applicable

#### **3.3 Account Security**

You are responsible for:

- Maintaining the confidentiality of your account credentials (JWT tokens, passwords)
- All activities that occur under your account
- Notifying us immediately of any unauthorized access or security breach
- Using strong passwords and enabling Multi-Factor Authentication (MFA) where available

We reserve the right to suspend or terminate accounts that we reasonably believe have been compromised.

## 4. Service Plans and Billing

### 4.1 Subscription Tiers

Quickport CRM offers five subscription tiers with progressive features:

- **Foundation:** ₹199\*/month
- **Engage:** ₹399\*/month
- **Automate:** ₹599\*/month
- **Intelligence:** ₹799\*/month
- **Innovation:** ₹1,299\*/month

**\*Prices are exclusive of applicable gateway or carrier fees.**

### 4.2 Billing and Payment

- All fees are billed in Indian Rupees (INR)
- Subscriptions are billed monthly in advance unless otherwise specified
- Payment methods include Razorpay and Instamojo gateways
- You authorize us to charge your payment method for all fees incurred
- Payment gateway fees (typically 2-3%) are borne by you
- Failed payments may result in service suspension after 7 days

### 4.3 Usage-Based Charges

The following are billed separately based on actual usage:

- **SMS messages:** Per-message rates as per MSG91 pricing
- **WhatsApp messages:** Per-conversation rates as per MSG91 pricing
- **Email sends:** Included in tier limits; overage charged separately
- **Storage:** Above tier-included limits
- **API calls:** Above tier-included limits<sup>[6][3]</sup>

### 4.4 Credits

- New accounts receive ₹50 starting credit

- Credits are non-refundable and expire after 90 days of inactivity
- Credits are applied before subscription charges
- Unused credits do not roll over upon plan cancellation

## **4.5 Upgrades and Downgrades**

- You may upgrade your plan at any time; changes take effect immediately with pro-rata billing
- Downgrades take effect at the next billing cycle
- Downgrading may result in loss of features or data limits
- Refunds for downgrades are not provided

## **5. Acceptable Use Policy**

### **5.1 Permitted Use**

You may use the Service only for lawful business purposes consistent with these Terms. Permitted uses include:

- Customer relationship management
- Marketing campaigns (with proper consent)
- Appointment scheduling and reminders
- Support ticket management
- Payment processing and invoicing

### **5.2 Prohibited Activities**

You agree NOT to:

- Violate any applicable laws, including but not limited to DPDPA 2023, IT Act 2000, TRAI regulations, and CERT-In directives
- Send unsolicited commercial messages (spam) or violate DLT compliance requirements
- Use non-approved DLT templates, headers, or sender IDs
- Impersonate any person or entity or falsely represent your affiliation
- Upload or transmit viruses, malware, or any malicious code

- Attempt to gain unauthorized access to the Service or related systems
- Reverse engineer, decompile, or disassemble any part of the Service
- Resell or redistribute the Service without written authorization
- Use the Service to send abusive, threatening, defamatory, or obscene content
- Scrape, harvest, or collect user data without consent
- Interfere with or disrupt the integrity or performance of the Service
- Exceed rate limits or fair use thresholds

### **5.3 DLT and Messaging Compliance**

For SMS and WhatsApp messaging, you must:

- Use only DLT-approved templates registered with TRAI
- Use only meta Approved templates for Whatsapp messaging
- Obtain explicit consent from recipients before sending commercial messages
- Honor opt-out requests immediately
- Maintain records of consent and opt-outs for audit purposes
- Comply with Service-Implicit and Transactional message categories
- Whitelist all CTAs (links, phone numbers) before use

**Violation of DLT requirements may result in immediate account suspension and legal liability.**

## **6. Content and Data Ownership**

### **6.1 Your Content**

You retain all ownership rights to Customer Data and Content you submit to the Service. By submitting Content, you grant us a limited, worldwide, non-exclusive, royalty-free license to:

- Store, process, and transmit your Content as necessary to provide the Service
- Create backups and derivative copies for operational purposes
- Use anonymized, aggregated data for analytics and service improvement

## **6.2 Our Intellectual Property**

The Service, including all software, designs, text, graphics, logos, APIs, and documentation, is owned by Quickport CRM and protected by intellectual property laws. You may not:

- Copy, modify, or create derivative works of the Service
- Use our trademarks, logos, or branding without written permission
- Remove or alter any proprietary notices

## **6.3 Feedback**

If you provide suggestions, ideas, or feedback about the Service, you grant us the right to use such feedback without compensation or attribution.

# **7. Data Privacy and Security**

## **7.1 Privacy Commitment**

We process your personal data in accordance with our Privacy Policy and India's Digital Personal Data Protection Act, 2023 (DPDPA). Key commitments include:

- Explicit consent for data processing
- Data Principal rights (access, correction, erasure, nomination)
- Grievance redressal within 30 days
- Cross-border transfer safeguards
- 180-day log retention in India (CERT-In compliance)

## **7.2 Security Measures**

We implement industry-standard security controls including:

- AES-256 encryption at rest
- SSL/TLS encryption in transit
- Role-Based Access Control (RBAC) and Multi-Factor Authentication (MFA)
- Regular security audits and penetration testing

- 6-hour breach notification to CERT-In
- Data residency in India (AWS ap-south-1)

### 7.3 Data Processing Role

Quickport acts as:

- **Data Fiduciary** for its own business operations
- **Data Processor** when processing Customer Data on your behalf (you remain the Data Fiduciary for your end-users)

### 7.4 Sub-Processors

We use the following sub-processors to deliver the Service:

- **MSG91**: SMS and WhatsApp delivery
- **AWS**: Cloud hosting and storage
- **Razorpay/Instamojo**: Payment processing
- **ViaSocket**: Workflow automation

## 8. Service Level Agreement (SLA)

### 8.1 Uptime Commitments

- **Foundation, Engage, Automate**: 99.5% monthly uptime
- **Intelligence, Innovation**: 99.9% monthly uptime
- Excludes scheduled maintenance (announced 48 hours in advance)

### 8.2 Performance Targets

- **OTP Delivery Latency**: P50  $\leq$ 30s, P95  $\leq$ 120s
- **DLT Send Success Rate**:  $\geq$ 95% on approved templates
- **SMS Throughput**: 10 TPS baseline, 20 TPS burst

### 8.3 Support Response Times

- **Email Support:** 24 hours (all tiers)
- **Chat Support:** 4 hours (paid tiers only)
- **Critical Issues:** 2 hours (Intelligence and Innovation tiers)

## 8.4 SLA Credits

If uptime falls below committed levels in a billing month, you may be eligible for service credits:

- **99.0-99.5%:** 5% credit
- **95.0-99.0%:** 10% credit
- **Below 95.0%:** 25% credit

Credits are applied to the next billing cycle and do not exceed one month of subscription fees.

## 9. Suspension and Termination

### 9.1 Termination by You

You may cancel your subscription at any time through your account settings. Cancellations take effect at the end of the current billing cycle. No refunds are provided for partial months.

### 9.2 Suspension by Us

We may immediately suspend your account without notice if:

- You violate these Terms or our Acceptable Use Policy
- Your account is used for fraudulent or illegal activities
- Payment fails after 7 days
- We receive a legal order or regulatory directive
- Your actions threaten the security or stability of the Service

### 9.3 Termination by Us

We may terminate your account with 30 days' written notice if:

- You materially breach these Terms and fail to cure within 15 days of notice



- Your account remains suspended for more than 30 days
- We discontinue the Service (with full refund of prepaid fees)

## 9.4 Effect of Termination

Upon termination:

- Your access to the Service will be revoked
- We will retain your data for 90 days to allow export (via DSAR request)
- After 90 days, your data will be permanently deleted unless legally required to retain
- Unpaid fees remain due and payable
- Provisions regarding liability, indemnification, and dispute resolution survive termination

## 10. Refund and Cancellation Policy

### 10.1 Refund Eligibility

Refunds are provided only in the following circumstances:

- **7-Day Money-Back Guarantee:** Full refund if requested within 7 days of first subscription payment (excludes usage charges)
- **Service Downtime:** SLA credits as specified in Section 8.4
- **Service Discontinuation:** Pro-rata refund of prepaid fees if we discontinue the Service

### 10.2 Non-Refundable Items

The following are non-refundable:

- Usage-based charges (SMS, WhatsApp, email overage)
- Payment gateway fees
- Subscription fees after the 7-day money-back period
- Credits (starting ₹50 credit or promotional credits)
- Add-on purchases (extra storage, users, API calls)

## 10.3 Cancellation Process

To cancel your subscription:

1. Log in to your account
2. Navigate to Settings → Billing → Cancel Subscription
3. Confirm cancellation (service continues until end of billing cycle)
4. For refund requests within 7 days, email [crm@quickport.co.in](mailto:crm@quickport.co.in) with subject "Refund Request - [Account ID]"

Refunds are processed within 7-10 business days to the original payment method.

## 11. Limitation of Liability

### 11.1 Service Disclaimer

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.<sup>[2]</sup>

We do not warrant that:

- The Service will be uninterrupted, secure, or error-free
- Results obtained from the Service will be accurate or reliable
- Any errors in the Service will be corrected
- Third-party services (MSG91, Razorpay, AWS) will perform as expected

### 11.2 Limitation of Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL QUICKPORT CRM BE LIABLE FOR:

- Any indirect, incidental, special, consequential, or punitive damages
- Loss of profits, revenue, data, or business opportunities
- Cost of substitute services
- Damages arising from your use or inability to use the Service

**OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM THESE TERMS SHALL NOT EXCEED THE AMOUNT YOU PAID TO US IN THE 12 MONTHS PRECEDING THE CLAIM, OR ₹10,000, WHICHEVER IS LESS.<sup>[2]</sup>**

### **11.3 Exclusions**

The limitations in this section do not apply to:

- Damages caused by our gross negligence or willful misconduct
- Violations of data protection laws (DPDPA 2023)
- Liability that cannot be excluded under Indian law

### **12. Indemnification**

You agree to indemnify, defend, and hold harmless Quickport CRM, its affiliates, officers, directors, employees, and agents from any claims, liabilities, damages, losses, and expenses (including legal fees) arising from:

- Your violation of these Terms or applicable laws
- Your use or misuse of the Service
- Your Content or Customer Data
- Infringement of third-party intellectual property rights
- Violations of DLT or TRAI regulations due to your actions
- Disputes between you and your end-users

### **13. Third-Party Services and Links**

The Service integrates with third-party services (MSG91, Razorpay, AWS, ViaSocket, Zoho, etc.) and may contain links to external websites. We are not responsible for:

- The availability, content, or practices of third-party services
- Any damages or losses caused by third-party services
- Third-party terms of service or privacy policies

Your use of third-party services is at your own risk and subject to their respective terms

## **14. Intellectual Property Disputes**

### **14.1 Copyright Infringement**

If you believe your copyrighted work has been infringed on the Service, notify us at [crm@quickport.co.in](mailto:crm@quickport.co.in) with:

- Description of the copyrighted work
- Location of the infringing material (URL)
- Your contact information
- Statement of good faith belief
- Statement that the information is accurate and you are authorized to act

We will investigate and remove infringing content within 15 days.

### **14.2 Counter-Notice**

If your Content was removed due to a copyright claim and you believe it was wrongful, you may submit a counter-notice with the same information plus a statement consenting to jurisdiction.

## **15. Modifications to Terms**

We reserve the right to modify these Terms at any time. Changes will be effective:

- Immediately upon posting for non-material changes
- 30 days after email notification for material changes

Your continued use of the Service after changes constitutes acceptance. If you do not agree to modified Terms, you must cancel your account.<sup>[1][2]</sup>

We will update the "Last Updated" date at the top of this document with each revision.

## **16. Governing Law and Dispute Resolution**

### **16.1 Governing Law**

These Terms are governed by and construed in accordance with the laws of India. The following statutes apply:

- Information Technology Act, 2000
- Digital Personal Data Protection Act, 2023
- Indian Contract Act, 1872
- Consumer Protection Act, 2019

## **16.2 Jurisdiction**

Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of the courts in **Mumbai, Maharashtra, India**.

## **16.3 Dispute Resolution Process**

Before initiating legal proceedings, parties agree to:

1. **Informal Negotiation:** Attempt to resolve disputes through good-faith negotiations for 30 days
2. **Mediation:** If negotiation fails, participate in mediation through a mutually agreed mediator
3. **Arbitration** (optional): For disputes exceeding ₹5,00,000, parties may opt for binding arbitration under the Arbitration and Conciliation Act, 1996

Legal costs will be borne by the losing party in any formal proceedings.

## **17. Severability and Waiver**

### **17.1 Severability**

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The invalid provision will be modified to the minimum extent necessary to make it enforceable.

### **17.2 Waiver**

Our failure to enforce any provision of these Terms does not constitute a waiver of that provision or our right to enforce it in the future.

## **18. Force Majeure**

We are not liable for any failure or delay in performance due to circumstances beyond our reasonable control, including:

- Acts of God (natural disasters, pandemics)
- War, terrorism, civil unrest
- Government actions or regulations
- Internet or telecommunications failures
- Third-party service provider outages
- Labor strikes or disruptions

Service credits under Section 8.4 do not apply during force majeure events.

## **19. Assignment**

You may not assign or transfer these Terms or your account without our prior written consent. We may assign these Terms to any affiliate or successor entity without your consent, provided we notify you 30 days in advance

## **20. Entire Agreement**

These Terms, together with our Privacy Policy, DLT Compliance Policy, Acceptable Use Policy, and any order forms or subscription agreements, constitute the entire agreement between you and Quickport CRM regarding the Service and supersede all prior agreements or understandings.

## **21. Contact Information**

For questions, concerns, or notices regarding these Terms, contact us at:

**Quickport CRM**

**Email:** [crm@quickport.co.in](mailto:crm@quickport.co.in)

**Grievance Officer:** Jidnyasa Gunjal

**Mobile:** +91 9422228848

**Website:** <https://quickport.co.in>

**UDYAM Registration:** MH180408716

**Response Time:** We will respond to all inquiries within 30 days

## **22. Language**

These Terms are prepared in English. If translated into other languages, the English version shall prevail in case of any discrepancy.

## **23. Acknowledgment**

BY CLICKING "I AGREE," REGISTERING AN ACCOUNT, OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND OUR PRIVACY POLICY.

## **END OF TERMS OF SERVICE**

**Document Version:** 1.0

**Prepared by:** Quickport CRM Legal Team

**Next Review Date:** April 23, 2026