



STRIKE SERVICES INC Terms of Product or Service Agreement

Effective Date: This Terms of Product and/or Service Agreement was last updated Dec 20, 2023.

This Terms of Product and/or Service Agreement (hereinafter the "Agreement") is between STRIKE SERVICES INC, the provider ("we", "our", or "us") dba Strike Streamlining, Strike EDU, Strike Web Services or Strike HOPE, Product and/or Service provided by STRIKE SERVICES INC (the "Product and/or Service") and any individual, company or other legal entity ("you", and "your") who intend to use the Service, whether as our client ("Clients"), as a member of a Client ("Members"), and together with Clients, ("Users") or as a public visitor ("Visitor").

By accessing and using products developed by STRIKE SERVICES INC, you agree that you have read, understand, and agree to be bound by these Terms of Service.

1. Description of Service.

STRIKE SERVICES INC provides solutions for businesses and organizations of all types. Any new features that enhance or add to the current Service shall be subject to the terms and conditions of these Terms of Service.

2. License of Use.

By agreeing to these Terms of Product and/or Service, we grant to you a non-exclusive, non-transferable, limited license to access and use the Product and/or Service as a Client, Member, or User, as applicable. You also understand and agree that STRIKE SERVICES INC may include certain communications from us such as service announcements, administrative messages, and other announcements, and that these communications are considered part of the Product and you will not be able to opt out of receiving them.

If you are a Client, you acknowledge and agree that your Members are required to accept these Terms of Service prior to the use of STRIKE SERVICES INC products. Consultation sessions may be recorded for training purposes.

3. Accounts, Passwords and Security.

As a User of STRIKE SERVICES INC Product and/or Service, you are entirely responsible for maintaining the security and confidentiality of your account and contract. Furthermore, you, the customer/client, are entirely responsible for any and all activities and conduct, whether by you or anyone else, that are conducted through your product. You agree to notify us of any unauthorized use of STRIKE SERVICES INC Product and/or Service or any other breach of security. We will not be liable for any loss that you may incur as a result of the purchase or utilization of any product produced by STRIKE SERVICES INC with or without your knowledge. However, you may be held liable for any losses incurred by us or another party due to someone else using our products.

User agrees not to resell or make any personal or commercial use of the STRIKE SERVICES INC Product and/or Service without the express written consent of STRIKE SERVICES INC LLC.

4. Eligibility.

The Customer must be able to enter into a legally binding contract under applicable law.



Users must provide their full legal name, a valid email address, and any other information about themselves or the entity they represent as prompted by the Product and/or Service Contractual Agreement.

5. Use of STRIKE SERVICES INC Products and/or Services.

You agree to use STRIKE SERVICES INC Product and/or Service only for lawful purposes related to your membership or possible membership in your organization or related to your pursuit of the activities supported by your group organization or personnel. You agree that you will NOT use our Product and/or Service to:

1. Use, Build or Transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, libelous, hateful, or racially, ethnically, or otherwise objectionable according to the community standards of your group or organization and laws.
2. Violate the legal rights of others including their right to privacy, or violate the laws of any jurisdiction.
3. Upload or otherwise transmit data that you do not have the legal right to upload or transmit, that violates any patent, trademark, trade secret, or copyright, or that contains a virus or deliberately corrupted data. You acknowledge that you have full rights to utilize STRIKE SERVICES INC Products and/or Services and you accept full responsibility for its legality, reliability, and appropriateness.
4. Collect information about others including contact information and e-mail addresses without their consent.
5. Upload, store, maintain, forward or display adult content, including documents and images of a lewd or lascivious nature. STRIKE SERVICES INC Products and/or Services and the messages, documents, and images they contain may be viewed by children, so all users share responsibility for ensuring that content is appropriate.

We reserve the right to remove any information or material from STRIKE SERVICES INC Product and/or Service, without explanation, which we determine, at our sole discretion, to be incompatible with the above restrictions, including anything that we believe, through our own research or notification by others, that may constitute copyright infringement.

6. Billing and Renewal Transactions and Policies.

The Product and/or Service is offered by us as either a package, subscription-based service or Pay As You Go. When you open a subscription-based account or Pay As You Go, you hereby agree to pay all charges to your account in accordance with billing terms in effect at the time the fee or charge becomes payable. We reserve the right to change the amount of, or basis for determining, any fees or charges for the Service, and to institute new fees, charges or terms effective upon a 30-day notice to subscribers.

7. Termination and Cancellation.

These Terms of Service continue in force until terminated by either us or you. Termination of these Terms of Service results in immediate termination, and if you are a Customer, your Members and the public's access to the Products and/or Services. Confidentiality and Non-Compete with respect to any Product and/or Service provided by STRIKE SERVICES INC still remain in effect now and in the future.

We may, under certain circumstances and without prior notice, immediately terminate your access to the Service for the following reasons including, but not limited to:

- If you breach facilitate or permit any breach or violation of these Terms of Service as determined in our sole discretion.
- If you fail to keep your account paid in a timely manner.



- Without limiting any other remedies, if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the Product and/or Service.

Upon agreement to purchase STRIKE SERVICES INC Products and/or Services any automatic monthly fees begin when you sign up to receive our services and continue monthly unless you cancel your subscription. Your Product and/or Service is considered activated as soon as you have successfully paid the first Monthly Fee.

You may cancel the Product and/or Service at any time by sending an email to info@strike.services. Or our business address of:

STRIKE SERVICES
19300 Molalla Ave Suite 427 Oregon City, OR 97045-0821

If you cancel the Product and/or Service, your cancellation will take effect at the end of your current paid subscription and/or Product and/or Service agreement. Cancellation or termination of the Product and/or Service for any reason may result in the deactivation or deletion of the Product and/or Service, deletion of your password and all related information associated with or inside your account (or any part thereof), or your access to such Product and/or Service, the forfeiture and relinquishment of all Content on your Product and/or Service and barring further use of the Product and/or Service. We accept no liability to you or any third party for such deleted information or Content.

8. Refund policy.

Any **Monthly Service fee or Product and/or Service fee is non-refundable**. You may cancel at any time, and your cancellation will take effect at the end of the current paid month or contractual agreement. There is no refund for a partial portion of a contractual agreement with our Product and/or Service or of the subscription period.

Other Services payment and refund policy:

1. If the price of a **Product and/or Service** is determined by an hourly rate and the best estimate of time required to provide this service. We work with you to determine the hours required and the corresponding price. We will proceed upon your agreement to the quoted price. You will be invoiced accordingly for work completed. Payment is due on receipt of each invoice. Non-payment of agreed upon Products and/or Services may result in your Product and/or Service being disabled.

2. All other Products and/or Services listed in which you agree to the terms, including price, before work is initiated. Depending on the Product and/or Service, an initial payment may be due before work is begun. This is non-refundable. Non-payment of agreed-upon services may result in legal action.

9. Disclaimer of Warranties.

Our Product and/or Service are provided by us on an “as is” basis. To the fullest extent permitted by applicable law, we make no representations or warranties of any kind, express or implied, regarding the use or the results of our Products and/or Services in terms of their correctness, accuracy, reliability, or otherwise. We shall have no liability for any interruptions in the use of our Products and/or Services. We disclaim all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties, therefore the above-referenced exclusion is inapplicable in those jurisdictions.



10. Limitation of Liability.

WE SHALL NOT be liable for any damages whatsoever, and in particular, WE shall not be liable for any special, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue, or loss of use, arising out of or related to this website or the information contained in it, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if WE HAVE been advised of the possibility of such damages. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS ARE INAPPLICABLE IN THOSE JURISDICTIONS.

11. Indemnification.

Clients and users agree to indemnify and hold STRIKE SERVICES INC LLC, its subsidiaries, affiliates, officers, and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of User's use of the Service, the violation of this Agreement, or infringement by User, of any intellectual property or any other right of any person or entity.

12. Modifications and Interruption to Products and/or Services.

We reserve the right to modify or discontinue our Products and/or Services with or without notice to the Client/User. We shall not be liable to Client/Users or any third party should we exercise our right to modify or discontinue the Product and/or Service. User acknowledges and accepts that we do not guarantee continuous, uninterrupted, or secure access to our Products and/or Services, and the operation of our Products and/or Services may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

13. Third-Party Sites.

The Product and/or Service may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of these third-party sites is subject to the terms of service and privacy policies of each site, and we are not responsible therein. We encourage all Users to review said privacy policies of third-party sites.

14. Disclaimer Regarding Accuracy of Vendor Information.

Product specifications and other information have either been provided by the Vendors or collected from publicly available sources. While we make every effort to ensure that the information within the Product and/or Service is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided by publicly available sources.

The Products and/or Services make no warranties or representations whatsoever concerning any product/service provided or offered by any Vendor, and you acknowledge that any reliance on representations and warranties provided by any Vendor shall be at your own risk.

15. Compliance with Laws.

Client/User assumes all knowledge of applicable law and is responsible for compliance with any such laws. Client/User may not use the Products and/or Services in any way that violates applicable state, federal, or international laws, regulations, or other government requirements. User further agrees not to



transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

16. Copyright, Trademark, Confidentiality and Non-Disclosure Information.

All content included or available within our Products and/or Services, including any proprietary design elements, all text, proprietary graphics, interfaces, and the selection and arrangements thereof is copyright ©STRIKE SERVICES INC, with all rights reserved. Any use of Products and/or Services, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of STRIKE SERVICES INC is strictly prohibited. Users agree that they will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the content contained therein without prior written permission of an authorized officer of STRIKE SERVICES INC.

All other trademarks displayed on STRIKE SERVICES INC websites are the trademarks of their respective owners and constitute neither an endorsement nor a recommendation of those Vendors. In addition, such use of trademarks or links to the websites of Vendors is not intended to imply, directly or indirectly, that those Vendors endorse or have any affiliation with STRIKE SERVICES INC.

17. Notification of Claimed Copyright Infringement.

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, STRIKE SERVICES INC designates the following as its agent for receipt of notifications of claimed copyright infringement.

By Mail:
STRIKE SERVICES INC

19300 Molalla Ave Suite 427 Oregon City, OR 97045
By Email: info@strike.services

18. Other terms.

If any provision of this Terms of Service Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Terms of Service Agreement and any other agreements referenced herein may be assigned by STRIKE SERVICES INC, in our sole discretion, to a third party in the event of a merger or acquisition. This Terms of Service Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a Client/User. Client/User agrees that by accepting this Terms of Service Agreement, Client/User is consenting to the use and disclosure of their personally identifiable information and other practices described in our **[Privacy Policy Statement](#)**.