

Terms of Use

Last Updated: October 4, 2024

Welcome to **Virtuaforce Virtual Assistants** ("Company," "we," "our," or "us"). These Terms of Use ("Terms") govern your use of our website, services, and any related tools, materials, or content we provide (collectively, the "Services").

By accessing or using our Services, you agree to be bound by these Terms and our Privacy Policy. If you do not agree, you must not use our Services.

1. Eligibility

You must be at least 18 years old and have the legal authority to enter into these Terms. By using our Services, you represent that you meet these requirements.

2. Our Services

Virtuaforce Virtual Assistants provides virtual assistant staffing, outsourcing, and support services for businesses and individuals. We may update, modify, or discontinue portions of our Services at any time without prior notice.

We make no guarantee that the Services will be uninterrupted, timely, or error-free.

3. Use of the Website

You agree not to:

- Use the website or Services for any unlawful or fraudulent purposes.
- Upload, transmit, or distribute any harmful, offensive, or malicious content.
- Attempt to gain unauthorized access to our systems or data.

- Copy, modify, or distribute content from our website without permission.

We reserve the right to suspend or terminate your access if you violate these Terms.

4. Client Engagements

If you hire Virtuaforce Virtual Assistants or any of our contractors, additional agreements (such as a **Service Agreement**) will apply. Those agreements will override these Terms in case of conflict.

Clients are responsible for:

- Providing clear instructions and expectations for tasks.
- Paying agreed-upon fees promptly.
- Complying with all applicable laws in the use of our Services.

We are not responsible for damages arising from incomplete or inaccurate information provided by clients.

5. Payment & Fees

Unless otherwise stated in a written agreement, all payments are due in advance or upon invoice receipt. We reserve the right to suspend Services if payments are late.

All fees are non-refundable unless otherwise stated in writing.

6. Intellectual Property

All content, branding, graphics, text, software, and other materials available on the website are owned by Virtuaforce Virtual Assistants or our licensors.

You may not copy, reproduce, modify, or distribute any content without our prior written consent.

7. Confidentiality

We respect the confidentiality of our clients' information. However, we cannot be held responsible for any third-party security breaches outside of our control.

Clients are responsible for ensuring they provide only information necessary for the engagement.

8. Third-Party Links & Tools

Our website may contain links to third-party sites or tools. We do not endorse, control, or assume responsibility for those external sites or services.

9. Disclaimers

- Our Services are provided "AS IS" and "AS AVAILABLE."
 - We do not guarantee specific outcomes, results, or performance levels.
 - To the maximum extent permitted by law, we disclaim all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement.
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10. Limitation of Liability

To the fullest extent permitted by law:

- Virtuaforce Virtual Assistants, its owners, employees, contractors, and affiliates shall not be liable for any indirect, incidental, special, or consequential damages.
 - Our total liability for any claim arising out of these Terms or your use of the Services shall not exceed the amount you paid us in the 3 months prior to the claim.
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11. Indemnification

You agree to indemnify and hold harmless Virtuaforce Virtual Assistants, its affiliates, and contractors from any claims, damages, losses, or expenses (including legal fees) arising from your:

- Use of the Services.
 - Violation of these Terms.
 - Violation of any rights of a third party.
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12. Termination

We may suspend or terminate your access to the Services at any time, with or without cause. Upon termination, all provisions that should survive (including confidentiality, intellectual property, disclaimers, and liability limits) will remain in effect.

13. Governing Law & Jurisdiction

These Terms are governed by the laws of **Manitoba, Canada**, without regard to conflict of law principles. Any disputes shall be resolved exclusively in the courts of **Manitoba, Canada**.

14. Changes to Terms

We may update these Terms from time to time. Updates will be effective immediately upon posting on the website. Your continued use of the Services means you accept the updated Terms.

15. Contact Us

For any questions about these Terms, please contact us at:

GDPR & Data Protection Statement

At Virtuaforce Virtual Assistants, we take your privacy and data protection seriously. We are committed to complying with the **General Data Protection Regulation (GDPR)** and other applicable privacy laws.

What Data We Collect

- Personal information you provide (name, email, phone number, company details).
- Information related to your service inquiries, agreements, or payments.
- Technical data such as cookies, IP addresses, and browsing activity when using our website.

How We Use Your Data

- To provide and improve our services.
- To communicate with you about your inquiries, services, or promotions.
- To comply with legal and regulatory requirements.

Your Rights Under GDPR

If you are located in the European Economic Area (EEA), you have the right to:

- Access, correct, or delete your personal data.
- Restrict or object to certain data processing activities.
- Request data portability.
- Withdraw consent at any time.

To exercise your rights, please contact us at info@virtuaforcestaffing.com.

Data Retention

We retain your data only for as long as necessary to provide our Services, comply with legal obligations, or resolve disputes.

Security

We use reasonable technical and organizational measures to protect your data. However, no method of transmission or storage is completely secure, and we cannot guarantee absolute security.