Gauge by CS Toolkit - Terms & Conditions

Last Updated: Jan 30, 2024

Gauge by CS Toolkit is a Salesforce application designed to help you measure and action customer sentiment. These Terms and Conditions govern your use of Gauge, available on the Salesforce AppExchange. By accessing or using Gauge, you agree to be bound by these Terms and Conditions.

1. Use of the Gauge Application

The Gauge application is a software provided on the Salesforce AppExchange. By using the Gauge application, you agree to use it solely for your internal business purposes and in accordance with any accompanying documentation.

2. Changes to Terms and Conditions

We may update or change these Terms and Conditions at any time at our sole discretion. We will post the updated Terms and Conditions on our website with an indication of the date they become effective. Your continued use of the Gauge application after any such changes constitutes your agreement to the new or modified terms.

3. Restrictions on Use

You may not modify, reverse engineer, decompile, disassemble, or create derivative works based on the Gauge application. You are also prohibited from renting, leasing, distributing, sublicensing, or transferring rights to the Gauge application.

4. Fees and Payments

Use of the Gauge application may be subject to fees as specified in the pricing terms on the Salesforce AppExchange.

5. Subscription and Renewal

Subscriptions to the Gauge application are available on a monthly or annual basis. You may cancel your subscription at any time. Upon cancellation, you will retain access to the Gauge application until the end of your current subscription period.

We reserve the right to adjust the subscription fees for the Gauge application. In the event of a price change, we will provide you with advance notice. Your continued use of the Gauge application after the fee change comes into effect constitutes your agreement to the new pricing terms.

6. Intellectual Property

The Gauge application is the property of CS Toolkit and is protected by intellectual property laws. No ownership rights are transferred to you by using the Gauge application.

7. Disclaimers and Limitations of Liability

The Gauge application is provided "as is" without warranty of any kind, either expressed or implied. CS Toolkit expressly disclaims all warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

To the maximum extent permitted by applicable law, in no event shall CS Toolkit be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data, business interruption, or any other commercial damages or losses) arising out of or in connection with the use or inability to use the Gauge application.

Notwithstanding any damages that the user might incur for any reason whatsoever, the entire liability of CS Toolkit under any provision of these Terms and Conditions and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the Gauge application.

8. Data Security, Privacy, and Third-Party Data Transfers

Data Security and Salesforce Compliance: CS Toolkit is committed to robust data security and privacy. The Gauge application adheres to Salesforce's security review process for high-standard data protection.

Third-Party API Integration: Current and future versions of Gauge may include options to integrate with third-party APIs (e.g., OpenAI's API), enabling data transfer outside your Salesforce instance. Activation of these integrations is entirely at your discretion.

Consent and Notification: Users will be explicitly notified and must consent within the application before enabling any feature that transfers data to third parties. These transfers will comply with applicable laws and best practices in data security and privacy.

Control and Non-Activation: If you do not activate these integrations, your data will remain solely within your Salesforce instance. CS Toolkit ensures that data transfer to third-party services requires your explicit consent and proactive engagement with the specified settings.

9. Indemnification

You agree to indemnify and hold CS Toolkit harmless from any claims, damages, liabilities, and expenses arising from your breach of these Terms and Conditions.

10. Governing Law and Jurisdiction

These Terms and Conditions are governed by the laws of the Province of Ontario and the federal laws of Canada. Any disputes will be subject to the exclusive jurisdiction of the courts in Toronto, Ontario, Canada.

Contact Information

If you have any questions regarding these Terms and Conditions, please feel free to email us at info@cstoolkit.app.

By using the Gauge application, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.