

Board Office Use: Legislative File Info.	
File ID Number	18-1780
Introduction Date	10-10-18
Enactment Number	18-1585
Enactment Date	10/10/18 lf



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tara Gard, Deputy Chief Talent Officer, Talent Division

Board Meeting Date September 12, 2018

Subject **RATIFICATION OF PROSPERWORKS AGREEMENT**

Action Requested Ratification by the Board of Education of an Agreement between Oakland Unified School District and Prosperworks. Services to be primarily provided to the Talent Division for the period of July 30, 2018 through July 29, 2019 in an amount not to exceed \$7,380.00.

Background

A one paragraph explanation of the the MOU.

Prosperworks is a centralized web based CRM (Customer Relationship Management) platform that will allow OUSD Talent Staff from different functional areas to access the latest employee information in one central location that is currently not available in our existing HRIS system. Specifically, ProsperWorks will allow us to provide timely, responsive, and careful support to all teachers who do not have a CA clear credential, which is a large percentage of our staff. With support, we believe that we will be able to track, monitor, and follow up to ensure that teachers are better supported to pass required exams, apply to credential programs, clear their credentials, and meet other CTC requirements in order to ensure better retention in OUSD.

Discussion

One paragraph summary of the MOU.

The Prosperworks CRM platform will help the Talent Division improve employee relationships and interactions by having the ability to track employee personnel information throughout the employees entire OUSD lifecycle. This MOU provides for initial training as well as 10 user seats in Talent, specifically to support the Recruitment and Retention teams, Credentials Associates, and Director of Talent Development. With these users, we will be able to better support and track our employees and their progress in the district, as well as better monitor data related to our staff, including any pipelines they've participated in, what supports they've received, what programs they've attended, and how we've supported them through the process.

Recommendation

Ratification by the Board of Education of an Agreement between Oakland Unified School District and Prosperworks

Fiscal Impact

Funding resource General Purpose not to exceed \$7,380.00

Attachments

- Contract Justification Form
- Agreement



CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office
With *Every* Consent Agenda Contract.

Legislative File ID No. 18-1780

Department: Talent Division

Vendor Name: Prosperworks

Contract Term: Start Date: 07/30/2018 End Date: 07/29/2019

Annual Cost: \$ 7,380.00 -

Approved by:

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Prosperworks is a centralized web based CRM (Customer Relationship Management) platform that will allow OUSD Talent Staff from different functional areas to access the latest employee information in one central location that is currently not available in our existing HRIS system. Specifically, ProsperWorks will allow us to provide timely, responsive, and careful support to all teachers who do not have a CA clear credential, which is a large percentage of our staff. With support, we believe that we will be able to track, monitor, and follow up to ensure that teachers are better supported to pass required exams, apply to credential programs, clear their credentials, and meet other CTC requirements in order to ensure better retention in OUSD.

Summarize the services this Vendor will be providing.

The Prosperworks CRM platform will help the Talent Division improve employee relationships and interactions by having the ability to track employee personnel information throughout the employees entire OUSD lifecycle. This MOU provides for initial training as well as 10 user seats in Talent, specifically to support the Recruitment and Retention teams, Credentials Associates, and Director of Talent Development. With these users, we will be able to better support and track our employees and their progress in the district, as well as better monitor data related to our staff, including any pipelines they've participated in, what supports they've received, what programs they've attended, and how we've supported them through the process.

Was this contract competitively bid? Yes No

If No, answer the following:

- 1) How did you determine the price is competitive?

We researched many CRM Platform companies and Prosperworks was more cost effective and provided the services we were looking for.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - Western States Contracting Alliance Contracts (WSCA)
 - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**



PROSPERWORKS

301 Howard Street #600, San Francisco, CA 94105

Order Date:	07/30/18	Contract Start Date	07/30/18
Company Name:	Oakland Unified School District	Contract Expiration Date	07/29/19
Contact Name:	Sarah Glasband	Billing Frequency	Annual
Email Address:	sarah.glasband@ousd.org	Payment Terms	Net 60

Account Executive: Jordan Lujan

Product	Start Date	End Date	Licenses	\$ / Lic / Mo	Months	Billing Total
Professional Edition	07/30/18	07/29/19	10	\$49.00	12	\$5,880.00
Quick Start Onboarding Service	07/30/18					\$1,500.00
Annual Contract Value:						\$5,880.00
Totals:			10	Total Contract Value:		\$7,380.00

Invoicing Schedule: Upon execution of this Order Form, ProsperWorks will invoice the Customer in the amount of \$7,380.00.

1. This Order Form is part of and incorporated into the Terms of Service located at <https://www.prosperworks.com/tos> (collectively, the "Agreement"), and is effective as of the date of ProsperWorks's signature below ("Order Form Effective Date"). By signing this Order Form, Customer acknowledges, accepts, and agrees to the Agreement as of the Order Form Effective Date and agrees that the Agreement is binding upon Customer and enforceable in accordance with its terms. In the event of a conflict between the terms of this Order Form and the Agreement, the terms of this Order Form will govern and prevail.
2. Prices shown above do not include applicable taxes. Any such taxes are the responsibility of Customer, if any.
3. The initial subscription term is indicated above. Thereafter, the subscription term will automatically renew for successive periods equal to the initial subscription term, unless either party gives written notice to the other party of its intent not to renew at least thirty (30) days prior to the end of the then-current subscription period. Customer may not reduce the number of seats covered by the subscription during the initial subscription term, but may add seats at any time. Any fees associated with adding seats will be charged on a pro-rated basis over the remainder of the then-current subscription period.
4. For a period of twelve (12) months from the effective date of this Order Form, Customer can purchase additional users per the prices and user quantities specified in the table above. Any pricing decreases shall have no effect on previously purchased User subscriptions.
5. Payment obligations are non-cancelable and fees paid are non-refundable.
6. Section 14 of the Terms of Service will be replaced in its entirety with the following:

You will defend, indemnify, and hold harmless ProsperWorks from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of this TOS, any of Your Content, or your other access, contribution to, use or misuse of the Service. ProsperWorks will provide notice to you of any such claim, suit or demand. ProsperWorks reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting ProsperWorks' defense of such matter.



301 Howard Street #600, San Francisco, CA 94105

ProsperWorks agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all third party claims or losses accruing or resulting from injury, damage, or death of any person, in connection with its performance of this Agreement. This provision survives termination of this Agreement.

7. Marketing:

The Section entitled "Marketing" under Section 17 of the Terms of Service is deleted in its entirety.

CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THE AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING THIS ORDER FORM HAS BEEN AUTHORIZED TO DO SO.

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed as of the Order Form Effective Date.

DocuSigned by:
Tara Gard
415C2CF8A4EE490
Tara Gard

DocuSigned by:
Shaun Haase
E43B9DF7D27A429...
Shaun Haase

By: Tara Gard
Title: Executive Director, HR Operations & Staffing
Date: 7/31/2018 2:26:09 PM PDT

By: Shaun Haase
Title: COO
Date: 7/31/2018 3:09:01 PM PDT

Aimee Eng
10/11/18
Aimee Eng
President, Board of Education

Kyla R. Johnson-Trammell
10/11/18
Kyla R. Johnson-Trammell
Secretary, Board of Education

DocuSigned by:
Amy Brandt
F5E56675798B4F6...
Amy Brandt
[Approved for Form and Substance]

By: Amy Brandt
Title: Staff Attorney
Date: 7/31/2018 3:59:08 PM PDT



PROSPERWORKS

301 Howard Street #600, San Francisco, CA 94105

ProsperWorks agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all third party claims or losses accruing or resulting from injury, damage, or death of any person, in connection with its performance of this Agreement. This provision survives termination of this Agreement.

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Aimee Eng

10/11/18

Aimee Eng
President, Board of Education

Kyla R. Johnson-Trammell

10/11/18

Kyla R. Johnson-Trammell
Secretary, Board of Education

DocuSigned by:
Amy Brandt
F5E56675798B4F6...

Amy Brandt
[Approved for Form and Substance]

By: Amy Brandt

Title: Staff Attorney

Date: 7/31/2018 3:59:08 PM PDT



Terms of Service

Copper CRM, Inc

Date of Last Revision: December 11, 2017

Copper CRM, Inc. PROVIDES ITS SERVICE (AS DEFINED BELOW) TO YOU THROUGH THE COPPER WEBSITE (THE "SITE"), SUBJECT TO THIS TERMS OF SERVICE AGREEMENT ("TOS"). BY ACCEPTING THIS TOS OR BY ACCESSING OR USING THE SERVICE OR SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS TOS AND OUR PRIVACY POLICY (AVAILABLE AT [HTTPS://WWW.COPPER.COM/PRIVACY](https://www.copper.com/privacy)), WHICH IS INCORPORATED BY REFERENCE INTO THIS TOS.

IF YOU ARE ENTERING INTO THIS TOS ON BEHALF OF A COMPANY, BUSINESS OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS TOS, INCLUDING THE PRIVACY POLICY, IN WHICH CASE THE TERMS "YOU" OR "YOUR" WILL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS TOS, YOU MUST NOT ACCEPT THIS TOS AND MAY NOT USE THE SERVICE.

YOU MAY NOT USE THE SERVICE IF YOU ARE A COMPETITOR TO COPPER.



1. Description of the Service.

The "Service" includes (a) the Site, (b) Coppers' customer relationship management services and related technologies, and (c) any software (including the Software, as defined below), data, reports, text, images, sounds, video, and content made available through any of the foregoing, and any new features added to or augmenting the Service, and all enhancements, modifications, and derivative works thereof.

2. Access; Restrictions

Subject to your compliance with all the terms and conditions of this TOS, including any payment obligations, you may access and use the Service only for its intended purpose during the term of your subscription for the Service.

You agree not to access the Service by any means other than through the interface that is provided by Copper for use in accessing the Service. You may not share individual login credentials for the Service, and you will ensure that each user has separate login credentials. You must provide true, accurate, and correct information at the time of registration and account creation, and thereafter. You may not misrepresent your affiliation with a person or entity.

You will not display, distribute, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sublicense, sell, resell, rent, lease, transfer, assign, time share or otherwise commercially exploit (other than



policies or other notices Copper provides you or publishes in connection with the Service.

You will only access and use the Service for lawful and authorized purposes, and in no event in connection with competitive research or for scoping, benchmarking, developing, or providing any similar or competitive product or service. In addition, you may not exceed the scope of your authorized use of the Service.

You will not use the Service to (or assist another person to) email or otherwise upload any content that (i) infringes or misappropriates any intellectual property or other proprietary or privacy rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, hateful racially, ethnically or otherwise objectionable; or (v) in the sole judgment of Copper, which may expose Copper or its users to any harm or liability of any type.

You may not interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service.

You will not harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications.

You may not obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.



Except with respect to any “free trial” of the Service, you will be required to select a payment plan and provide Copper information regarding your credit card or other payment instruments accepted by Copper. You represent and warrant to Copper that such information is, and will be maintained as, true, complete, accurate, and up to date, and that you are authorized to use such payment instrument. You agree to pay and hereby authorize Copper to bill your payment instrument in advance on a periodic basis in accordance with the terms of the applicable payment plan until you terminate your account in accordance with this TOS. All charges are final, non-cancelable, and nonrefundable, provided that if Copper terminates your account on the Service without cause, you will be entitled to a prorated refund of prepaid amounts. All fees may be changed by Copper at any time and such increased fee amount will be notified to you and applicable in the following billing cycle (or such other future time notified to you by Copper). Copper may charge fees for features of the Service that were previously free. Unpaid trial use of the Service is subject to limitations, as may be described in our documentation or otherwise on our Site.

4. Proprietary Rights

Subject to the limited rights expressly granted herein, Copper reserves all rights, title, and interest in and to the Site and Service, including all related intellectual property rights. You may not use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm, or methodology to access, acquire, copy, or monitor the Service. No license or right to use any trademark or service mark of Copper or any third party is granted to you in connection with the Service.



confidential. By submitting such comments, feedback, information, ideas, or materials to Copper: (i) you represent and warrant that Coppers' use of your submission does not and will not breach any agreement, violate any law, or infringe any third party's rights; (ii) you represent and warrant that you have all rights to enter into this TOS; (iii) you understand and agree that Copper is free to use in any manner all or part of the content of any such communications on an unrestricted basis without the obligation to notify, identify or compensate you or anyone else; and (iv) you grant Copper all necessary rights, including a waiver of all privacy and moral rights, to use all comments, feedback, information, or materials, in whole or in part, or as a derivative work, without any duty by Copper to anyone whatsoever. You acknowledge that you are responsible for and bear all risk as to the use or distribution of any comments, feedback, information, ideas, or materials.

5. Your Content

You are solely responsible for all data, information, feedback, suggestions, text, content and other materials that you upload, post, deliver, publish, provide or otherwise link, transmit or store in connection with or relating to the Service ("Your Content"). While You retain ownership of Your Content, by posting Your Content on or through the Service, You hereby do and will grant Copper a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to use, modify, reproduce, distribute, display, publish and perform Your Content in connection with your use of the Service.

You understand that the operation of the Service, including Your Content, may be unencrypted and involve (a) transmissions over various networks; (b)



hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Service and (d) transmission to certain Third-Party Services (as defined in below). Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection and backup of Your Content. Copper will have no liability to you for any unauthorized access or use of any of Your Content, or any corruption, deletion, destruction or loss of any of Your Content.

6. Confidentiality

For purposes of this TOS, "Confidential Information" shall include the terms of this TOS, Your Content, each party's proprietary technology, business processes and technical product information, designs, issues, all communication between the parties regarding the Service and any information that is clearly identified in writing at the time of disclosure as confidential. Notwithstanding the foregoing, Confidential Information shall not include information which: (1) is known publicly; (2) is generally known in the industry before disclosure; (3) has become known publicly, without fault of the receiving party; (4) the receiving party becomes aware of from a third party not bound by non-disclosure obligations to the disclosing party and with the lawful right to disclose such information to the receiving party; or (5) is aggregate data regarding use of the Service that does not contain any personally identifiable or Customer-specific information.

Each party agrees: (a) to keep confidential all Confidential Information; (b) not to use or disclose Confidential Information except to the extent necessary to perform its obligations or exercise rights under this TOS or as directed by you; (c) to protect the confidentiality thereof in the same manner as it protects the



Information) and to make Confidential Information available to authorized persons only on a “need to know” basis. Either party may disclose Confidential Information on a need to know basis to its contractors and service providers who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services in connection with the performance of this Agreement. Notwithstanding the foregoing, this Section 6 will not prohibit the disclosure of Confidential Information to the extent that such disclosure is permitted by law or order of a court or other governmental authority or regulation.

7. Account Security; Monitoring

You are responsible for maintaining the confidentiality of your login, password and account and for all activities that occur under your login or account. You will promptly notify Copper if you learn of a security breach related to the Service, including the compromise or loss of any of your login credentials.

Copper reserves the right to access your account in order to respond to your requests for technical support or to ensure proper functioning of the Service. For the avoidance of doubt, Copper has the right, but not the obligation, to monitor the Service, Content, or Your Content. Copper will do so if required by law or in the good faith belief that such action is protecting Copper, the Service, or other users of the Service.

Copper will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Content, as described in the documentation for the Service.



You agree to comply with all applicable rules and regulations, and local, state, national or international laws in connection with your access and use of the Service.

You are responsible for ensuring that your use of the Service to store or process credit card data complies with applicable Payment Card Industry Data Security Standards requirements and will ensure that you do not store credit card and social security data in the Service. In addition, you specifically acknowledge and agree that: (i) Copper is not acting on your behalf as a Business Associate or subcontractor (as such terms are used, defined, or described in the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented ("HIPAA")); (ii) the Service is not HIPAA-compliant; and (iii) you may not use the Service in any manner that would require Copper or the Service to be HIPAA-compliant.

You acknowledge and agree that the Service and the transmission of data may be subject to United States export controls. You agree to comply with all applicable U.S. and foreign laws.

9. Third-Party Services

The Service enables linking between various online third-party services such as third party email, cloud storage, social, and similar services ("Third-Party Services"). To take advantage of these feature and capabilities, you may be required to authenticate, register for or log into Third-Party Services through the Service or on the websites of their respective providers. By linking your account on the Service to your account on a Third Party Service, you are authorizing Copper as your agent to access your Third Party Service account



the purpose of integrating your experience on the Service with such Third Party Service. Your use of the Third Party Services is governed solely by the agreement between you and the provider of such Third Party Service, and the Third Party Services provider is solely responsible for such Third Party Service.

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet (including without limitation Third-Party Services). Copper has no control over such sites and resources and Copper is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that Copper will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that Copper is not liable for any loss or claim that you may have against any such third party.

The Service may include certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.



Applications.

Copper may offer Software applications that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple"), among other platforms. With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in this TOS, the following terms and conditions apply:

Copper and you acknowledge that this TOS are concluded between Copper and you only, and not with Apple, and that as between Copper and Apple, Copper, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.

You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store TOS.

Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store TOS.

Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.

Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to



Copper and you acknowledge that Copper, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Copper and Apple, Copper, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

11. Representations and Warranties; Disclaimer

You represent and warrant to Copper that (i) you have full power and authority to enter into this TOS; (ii) you own all Your Content or have obtained all permissions, releases, rights or licenses required to engage in your posting and other activities (and allow Copper to perform its obligations and exercise its rights) in connection with the Services without obtaining any further



herein, do not and will not violate, infringe, or misappropriate any third party's copyright, trademark, right of privacy or publicity, or other personal or proprietary right, nor does Your Content contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing; (iv) you are eighteen (18) years of age or older, and (v) you have provided true, accurate, and correct information to Copper in connection with your account creation and use of the Service.

THE SERVICE, INCLUDING THE SITE AND PROSPERWORK'S CONTENT, AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND COPPER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COPPER DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, OR WILL WORK WITH OR NOT INTERRUPT OR DAMAGE YOUR THIRD PARTY SERVICE OR YOUR CONTENT (INCLUDING ANY CONTENT YOU MAY STORE ON YOUR THIRD PARTY SERVICE), AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM COPPER OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOS.

12. Termination

Provided that you provide Copper with at least sixty (60) days prior written notice in accordance with the procedures set forth on the Site, you have the right to terminate your account at any time after the expiration of your initial subscription term (Monthly/Annual/Other) as specified by you during your



suspend, or discontinue the Service (or any part thereof) and remove and discard any of Your Content in the Service, without liability and for any reason, including if we believe that you have violated this TOS, or if you do not accept and agree to be bound by any modification to this TOS. Copper will use good faith efforts to provide reasonable contemporaneous notice to you prior to suspension or termination of your account by Copper. All of Your Content on the Service may be permanently deleted by Copper upon any termination of your account in its sole discretion.

If this Agreement expires or terminates and you subsequently request to access the Services to extract Your Content from the Services (and provided that Copper did not terminate the Agreement for cause), you agree that you will enter into a new subscription agreement with Copper for (i) a period of one month if your most recent subscription for the Services was on a month-to-month basis or (ii) for a period of sixty (60) days if your most recent subscription for the Services was annual. You will pay to Copper the fees applicable to such new subscription for the Services based on the fees that were most recently in effect for your expired or terminated subscription.

If Copper terminates your account without cause and you have signed up for a fee-bearing service, Copper will refund the prorated, unearned portion of any amount that you have prepaid to Copper for such Service. The following provisions will survive expiration or termination of this TOS for any reason: all terms of the Privacy Policy, and Sections 1, 2, 4, 6, 11 - 15, and 17.

13. Limitation of Liability



THIRD PARTY FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA OR BUSINESS INTERRUPTION, OR (B) FOR ANY DAMAGES, COSTS, LOSSES OR LIABILITIES IN EXCESS OF THE FEES ACTUALLY PAID BY YOU IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM OR, IF NO FEES APPLY, ONE HUNDRED (\$100) U.S. DOLLARS. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS TOS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS TOS.

Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. TO THE EXTENT THAT THE LAWS OF SUCH JURISDICTIONS APPLY, Copper' LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

14. Indemnification and Release

You will defend, indemnify, and hold harmless Copper from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of this TOS, any of Your Content, or your other access, contribution to, use or misuse of the Service. Copper will provide notice to you of any such claim, suit or demand. Copper reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Copper' defense of such matter. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the



settlement with the debtor.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

15. Dispute Resolution By Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Most user concerns can be resolved quickly and to the user’s satisfaction by emailing user support at support@Copper.com. In the unlikely event that the Copper’ support team is unable to resolve a complaint you may have (or if Copper has not been able to resolve a dispute such disputes through binding arbitration, mediation, or small claims court instead of in courts of general jurisdiction.

Copper and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;

claims that arose before this or any prior agreements (including, but not limited to, claims relating to advertising);

claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and

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References to Copper, you, and us include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or devices under this or prior agreements between us.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this TOS, you and Copper are each waiving the right to a trial by jury or to participate in a class action. This TOS evidence a transaction in the interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this TOS.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Copper should be addressed to Copper, Inc. c/o CT Corporation, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 ("Arbitration Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Copper and you do not reach an agreement to resolve the claim within sixty (60) calendar days after the Notice is received, you or Copper may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Copper or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Copper is entitled.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, 'AAA Rules') of the American Arbitration Association ("AAA"), as modified by this TOS, and will be administered by the AAA. The AAA Rules are available online at [adr.org](https://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Arbitration



scope, enforceability, and arbitrability of the arbitration provision. Unless Copper and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Copper will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the AAA Rules. However, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA Rules.

The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees and expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND Copper AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Copper agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be



Notwithstanding any provision in this TOS to the contrary, we agree that if Copper makes any future change to this arbitration provision (other than a change to the Arbitration Notice Address) while you are a user of the Services, you may reject any such change by sending us written notice within thirty (30) calendar days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

16. DMCA

If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Copper of your claim in accordance with the procedure set forth below.

Copper will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Copper' Copyright Agent at copyright@Copper.com (Subject line: "DMCA Takedown Request"). You may also contact us by mail or facsimile at:

Copper Copyright Agent
c/o CT Corporation
Corporation Trust Center,



Wilmington, Delaware 19801

To be effective, the notification must be in writing and contain the following information:

an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

a description of the copyrighted work or other intellectual property that you claim has been infringed;

a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;

your address, telephone number, and email address;

a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;

a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

If you believe that Your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in Your Content, you may send a written counter-notice containing the following information to the Copyright Agent:

your physical or electronic signature;

identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was

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a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and

your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within Northern District of California and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Copper will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

In accordance with the DMCA and other applicable law, Copper has adopted a policy of terminating, in appropriate circumstances and at Copper' sole discretion, users who are deemed to be repeat infringers. Copper may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

17. Miscellaneous

Assignment. You may not assign this TOS without the prior written consent of Copper, but Copper may assign or transfer this TOS, in whole or in part, without restriction.



(except with respect to federal preemption principles). Unless otherwise elected by Copper in a particular instance, you hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts located within San Francisco County, California for the purpose of resolving any dispute relating to your access to or use of the Service not subject to arbitration, as set forth above. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this TOS must be filed within six (6) months after such claim or cause of action arose or be forever barred.

Entire Agreement. The failure of Copper to exercise or enforce any right or provision of this TOS will not be a waiver of that right. You acknowledge that this TOS is a contract between you and Copper, even though it is electronic and is not physically signed by you and Copper, and it governs your use of the Service and takes the place of any prior agreements between you and Copper. If any provision of this TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this TOS remain in full force and effect.

Marketing. Copper reserves the right to use your name and/or company name, logo, and trademarks and to identify you as a Copper user or customer, and for other similar marketing or promotional purposes on Copper' website and in other communications and collateral materials provided to with existing or potential Copper customers, partners, and investors. To decline Copper this right you need to email support@copper.com stating that you do not wish to be used as a reference.

Modifications. Copper may change this TOS from time to time. If we do this, we will indicate at the top of this page the date these terms were last revised and if applicable, we will post the material changes to this TOS on this page. We will also use commercially reasonable efforts to notify you, either through



changes will become effective upon the earlier of (a) your use of the Site and/or Service with actual knowledge of the change, or (b) fifteen (15) days after they are posted. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new TOS, provided that disputes arising hereunder will be resolved in accordance with the TOS in place at the time the facts giving rise to the dispute occurred. Notwithstanding the generality of the foregoing, you understand and acknowledge that you are agreeing to arbitrate disputes arising hereunder (as described in further detail under the heading "Dispute Resolution By Binding Arbitration"), and that the terms of our Arbitration Agreement will not be modified without your express agreement.

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Mobile crm

Project Management crm

Contact Management Software

Google Sheets crm



Privacy Policy

Copper CRM, Inc.

301 Howard St. #600

San Francisco, CA 94105

Date of Last Revision: May 25, 2018

Highlights

- We collect and use your personal data to enable you to register for and use our platform and to provide you with the products or services that you request.
- This policy explains when we process personal data for our legitimate interests. You can ask us to stop processing this information.
- We use cookies and other technologies to track the use of our websites and apps. To learn about opportunities to choose not to allow cookies, click [here](#).
- We share information with third parties we engage to process information on our behalf or when such sharing is required by law, or in certain other situations.



to help protect your personal data.

Our Policy

This Privacy Policy describes our privacy and data protection practices on our websites and customer relationship management (CRM) platform (“Platform”), including our applications for mobile devices (collectively, the “Services”).

We collect personal data in connection with the Services. In this Privacy Policy, we use “personal data” to mean information that can be used to identify an individual. This Privacy Policy also describes your choices regarding your personal data, and how to update and correct your personal data.

1. What Personal Data Do We Collect?

- When you register to use our Platform, we collect the personal information you provide including your name, email, phone, address, and payment information.
- When you use our Platform, we collect the information you submit to your account including the names, titles, email addresses, mailing addresses, and phone numbers of your customers, leads, and contacts. We also collect other information when you use our Platform including operating system, system model, and IP address. Our Platform may enable you to import contacts included in your email accounts. We do not collect the login credentials for such email accounts.
 - Please note that if you give us personal data on behalf of someone else (or someone else gives us personal data on your behalf), the person providing the personal data must have consent or other legal basis to do so.
- We collect your contact information and device or system information when you use our technical support, training, or professional services.



- We collect your personal information when you engage with us on our website or on social media.
- We collect your resume or C.V. when you apply for a job with us.
- We use cookies and similar technologies to collect information, including information that may be considered personal information such as your IP address. See our [cookie policy](#) for more information about the information we collect and your choices.
- We sometimes obtain information from other sources, such as mergers and acquisitions, data brokers, or commercial lists, and merge this with information we have previously collected.
- Some of our events, websites or services may be co-branded and offered in conjunction with another company. For example, we might co-sponsor a webinar in conjunction with one of our partners and allow you to register for such webinar through our website. If you provide personal data in these cases, both us and the other company(ies) may receive the information collected and use the information according to each company's privacy policy and agreement with you.

2. How Do We Use Personal Data?

We use personal data for the purposes for which you have consented, and to conduct business, provide information and support for products and services, better understand your needs and interests, and ensure a quality experience for users of the Services. For example, we use the data submitted to our Platform by customers in accordance with the instructions of our customers, including any applicable terms in our [Terms of Service](#), and as required by applicable law. We will use your resume data to consider you for employment.

We also use personal data for our legitimate interests or when we have a lawful basis to do so.

For example, we may use your information to:

- Communicate, interact and build our relationship with you;
- Contact you with relevant promotions and information about us and affiliated third-parties;



- Send you reminders about the expiration of your subscriptions (trial or paid) for Services;
- Create and maintain your account and register Services;
- Bill and accept payment from you for Services;
- Engage in market research;
- Measure, analyze and improve our products and services, the effectiveness of our Services, and our advertising and marketing;
- Engage in troubleshooting and technical support;
- Notify you about updates to our blogs or new webinars;
- Monitor your usage of the Services;
- Tell you when updates and new product versions are available;
- Personalize content and advertising;
- Help identify and communicate offers of products, programs and services that may be of interest to you;
- Send "refer-a-friend" email on your behalf with your consent;
- Consider your employment application;
- Comply with legal requirements;
- Enforce our terms of service, and prevent fraud and other prohibited or illegal activities;
- Provide agreed upon diagnostic, monitoring and management services; or
- Better communicate with you.

3. How Do We Share and Disclose Personal Data?

We may share or disclose your personal data as follows:

- To corporate subsidiaries we own or control to support their business and marketing processes;
- To our service providers and suppliers, who are acting and using your information on our behalf to provide the Services and help us with our business activities such as (processing your payments, providing customer service, or hosting our Platform). These companies are



agreements between us and our customers.

- Based on a good faith belief that such disclosure is necessary to protect the rights or safety of any person or entity;
- Based on a good-faith belief that disclosure is necessary to respond to judicial process, valid government inquiry, or is otherwise required by law such as to comply with a subpoena, bankruptcy proceedings, or similar legal process;
- In the event that we or any of our assets are acquired, your information may be transferred with the company or the asset;
- To other third-parties for purposes to which you have allowed or consented (such as an authorized reseller);
- When posted by you or an authorized third-party to our wikis, forums, blogs, message boards, chat rooms and other social networking environments; or
- To create aggregated information which does not identify you personally.

4. What Are Your Choices Regarding Your Personal Data?

You may request to review, correct, delete or otherwise modify any of the personal information that you have previously provided to us. If you have registered for an account for our Platform, you may generally update your user settings and profile by logging into the with your username and password and editing your settings or profile. You can also update the contact details of your leads, contacts, and prospects stored in the Platform at any time. Otherwise, to access, correct, delete your personal information, please contact us as specified below on "Contact Us" section and we will respond to your request within a reasonable timeframe.

If you wish to unsubscribe to our marketing communications, you should follow the unsubscribe instructions included in our email communications, or you may contact us at privacy-questions@copper.com.

We send you push notifications from time-to-time in order to update you about any events or promotions that we may be running. If you no longer wish to receive these types of communications, you may turn them off at the device



identification information.

We may retain your information for a period of time consistent with the original purpose of collection. For example, we will retain the personal data we process on behalf of our customers for as long as needed to provide Services to our customers, and for a reasonable period after as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Please also feel free to contact us if you have any questions about Coppers' Privacy Policy or the information practices of the Services.

5. Do We Use Analytics?

We use data for analytics and measurement to understand how our Services are used. For example, we analyze data about your visits to our websites to do things like optimize product design. We use a variety of tools to do this, including Google Analytics. When you visit sites that use Google Analytics, we and Google may link information about your activity from that site with activity from other sites that use Google Analytics services.

6. What Is Our Position on Children's Privacy?

Use of the Services is only available to individuals who are of legal age to contract in their applicable jurisdiction. The Services are not directed to children under 13 years of age. If our policy changes, we will obtain consent from a parent or guardian before we knowingly collect data from anyone under the age of 13.

7. Does This Policy Apply to Links to Other Web Sites?

This Privacy Policy applies only to the Services. The Services may contain links to other web sites not operated or controlled by Copper (the "Third Party Sites"). In addition, our Services include social media features, such as links to our Facebook, Google+, Twitter, and LinkedIn pages. Your interactions with our



described here do not apply to the Third Party Sites. The links from the Services do not imply that Copper endorses or has reviewed the Third Party Sites. We suggest contacting those sites directly for information on their privacy policies.

8. What Are Our Security Procedures?

The security of your personal data is important to us. We follow generally accepted standards to protect the personal data submitted to us, both during transmission and once it is received. You acknowledge and agree that no Internet or email transmission is ever fully secure or error free. You agree to take special care in deciding what information you send to us via email. If you have any questions about the security of your personal data, you can contact us at privacy-questions@copper.com.

9. Do We Participate in Privacy Shield?

Copper CRM, Inc. participates in and has certified its compliance with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework. Copper CRM, Inc is committed to subjecting all personal data received from European Union (EU) member countries and Switzerland, respectively, in reliance on the Privacy Shield Frameworks, to the Framework's applicable Principles. To learn more about the Privacy Shield Frameworks, and to view our certification, visit the U.S. Department of Commerce's [Privacy Shield List](#).

Copper CRM, Inc. is responsible for the processing of personal data it receives, under the Privacy Shield Framework, and subsequently transfers to a third party acting as an agent on its behalf. Copper complies with the Privacy Shield Principles for all onward transfers of personal data from the EU and Switzerland, including the onward transfer liability provisions.

With respect to personal data received or transferred pursuant to the Privacy Shield Framework, Copper CRM, Inc. is subject to the regulatory enforcement



requests by public authorities, including to meet national security or law enforcement requirements.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>.

Under certain conditions, more fully described on the **Privacy Shield website**, you may invoke binding arbitration when other dispute resolution procedures have been exhausted.

10. Does this Privacy Policy Change?

We change this Privacy Policy from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent. We always indicate the date the last changes were published. If changes are significant, we'll provide a more prominent notice (including, for certain Services, email notification of Privacy Policy changes).

11. How Can You Contact Us?

If you have questions about this Privacy Policy, please contact us using one of the methods specified at <https://www.copper.com/contact> or by emailing us at privacy-questions@copper.com. Our address is Copper, 301 Howard St. #600, San Francisco, CA 94105.



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