
Hubswire — Terms of Service

Effective Date: [DATE TO BE SET ON FIRST PUBLISH] **Version:** 1.0 **Last Updated:** 2026-05-23

1. Definitions

In these Terms of Service (“**Terms**” or “**Agreement**”):

- “**Hubswire**”, “**we**”, “**us**”, or “**our**” means Hubswire LLC, a Florida limited liability company with its principal place of business at 26074 SW 146th CT, Homestead, FL 33032, USA.
 - “**Customer**”, “**you**”, or “**your**” means the legal entity that has executed an Order Form, subscribed to the Service, or otherwise agreed to these Terms.
 - “**Service**” means the Hubswire collaborative email platform, including the web application at app.hubswire.com, the desktop application (Electron-based), the API at api.hubswire.com, and any related integrations (Microsoft Graph, Front, OpenTrack, Terminal49, ERP Gateway, AI features, etc.) provided to Customer.
 - “**Authorized Users**” means Customer’s employees, contractors, or agents whom Customer authorizes to access and use the Service on Customer’s behalf.
 - “**Customer Data**” means all email messages, comments, attachments, contacts, drafts, templates, signatures, configurations, and other content stored or transmitted through the Service by Customer or its Authorized Users.
 - “**Order Form**” means an ordering document or online subscription that specifies the Service tier, number of seats, pricing, and term.
 - “**Documentation**” means the user guides, technical documentation, and operational policies published by Hubswire at hubswire.com and related domains.
 - “**Subscription Term**” means the period during which Customer’s subscription to the Service is active.
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2. Acceptance and Account

2.1 Acceptance

By executing an Order Form, clicking “I agree” during onboarding, or accessing the Service, Customer represents that (a) it has read and accepted these Terms, (b) it has authority to bind the legal entity it represents, and © it will ensure its Authorized Users comply with these Terms.

2.2 Account creation

Each Authorized User must register an account using a valid corporate email address. Customer is responsible for maintaining the confidentiality of account credentials and for all activities that occur under accounts associated with Customer's organization.

2.3 Authorized Users

Customer may permit Authorized Users to access the Service consistent with Customer's subscription seat count. Customer is responsible for compliance by Authorized Users with these Terms and for any acts or omissions by them.

3. License Grant

3.1 Service license

Subject to Customer's compliance with these Terms and timely payment of fees, Hubswire grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license during the Subscription Term to access and use the Service solely for Customer's internal business operations.

3.2 Restrictions

Customer will not, and will not permit any Authorized User or third party to:

(a) reverse engineer, decompile, disassemble, or attempt to derive the source code of the Service, except to the extent expressly permitted by applicable law; (b) modify, adapt, translate, or create derivative works based on the Service; (c) rent, lease, lend, sell, sublicense, distribute, or otherwise commercially exploit the Service; (d) use the Service to transmit unsolicited bulk email, malware, viruses, or other harmful code; (e) use the Service in a manner that violates applicable law, including export controls, sanctions, anti-spam, or data protection laws; (f) use the Service to harass, defame, or infringe the rights of any third party; (g) circumvent or attempt to circumvent any technical limitations, access controls, or security mechanisms of the Service; (h) use automated scripts, bots, scrapers, or crawlers to access the Service except via Hubswire's documented APIs and within published rate limits; (i) use the Service to compete with Hubswire or to build a competing product or service; (j) remove, alter, or obscure any proprietary notices on or accompanying the Service.

3.3 Reservation of rights

All rights not expressly granted to Customer in these Terms are reserved by Hubswire and its licensors. No implied licenses are granted.

4. Customer Data and Acceptable Use

4.1 Ownership of Customer Data

As between the parties, Customer retains all right, title, and interest in and to Customer Data. Hubswire claims no ownership over Customer Data.

4.2 License to Customer Data

Customer grants Hubswire a limited, worldwide, non-exclusive license to host, process, transmit, display, and otherwise use Customer Data solely as necessary to (a) provide the Service to Customer, (b) prevent or address technical or security issues, (c) comply with applicable law or legal process, and (d) improve and develop the Service using aggregated, de-identified data.

4.3 Acceptable Use

Customer is responsible for ensuring that Customer Data and Customer's use of the Service comply with applicable law and these Terms. Customer will not use the Service to:

(a) store, send, or transmit any data, content, or communications that are unlawful, infringing, defamatory, obscene, harassing, threatening, or fraudulent; (b) transmit malware, viruses, ransomware, phishing payloads, or other malicious code; (c) violate any applicable email laws (e.g., CAN-SPAM, CASL, GDPR) including by sending unsolicited bulk commercial email; (d) violate the privacy or other rights of any individual or entity; (e) attempt to gain unauthorized access to any third-party system, account, or data; (f) process Sensitive Personal Information for which the Service is not designed (e.g., HIPAA-regulated PHI, PCI-regulated cardholder data, or classified government information).

4.4 Compliance with email and data laws

Customer represents and warrants that it has obtained all consents and provided all notices required by applicable law to send email through the Service and to process Customer Data through the Service, including compliance with anti-spam, marketing, and data protection laws (GDPR, CCPA, CASL, CAN-SPAM, and similar).

4.5 Customs broker industry context

Hubswire is designed for use by customs brokers, freight forwarders, and logistics service providers. Customer acknowledges that its own retention obligations under industry regulations (e.g., 19 CFR Part 163 / Part 111 for U.S. customs brokers requiring 5-year retention of customs records) are Customer's sole responsibility. Hubswire's standard retention practices (Section 10) may not, on their own, satisfy such obligations; Customer should ensure independent compliance.

4.6 Suspension for breach

Hubswire may suspend Customer's or any Authorized User's access to the Service if Hubswire reasonably determines that Customer or such user has violated Section 3.2 or 4.3. Hubswire will provide notice and a reasonable opportunity to cure where practicable, except in cases of repeated breach, security risk, or legal compulsion.

5. Service Levels and Support

5.1 Service Level Agreement

Hubswire will use commercially reasonable efforts to make the Service available consistent with the Service Level Agreement published at hubswire.com/sla (the "SLA"), which is incorporated by reference.

5.2 Support

Hubswire will provide standard customer support consistent with Customer's subscription tier as set forth in the SLA, including the support tier and response time targets specified there.

5.3 Changes to the Service

Hubswire continuously improves the Service. Hubswire may modify, enhance, or discontinue features of the Service at any time. Material reductions in core functionality during a paid Subscription Term will be communicated to Customer with at least 30 days' notice, and Customer may terminate the affected portion of the Service pro-rata for a refund of pre-paid, unused fees if such reduction has a material adverse effect on Customer's use.

6. Fees and Payment

6.1 Fees

Customer will pay the fees set forth in the applicable Order Form. Default pricing is per Authorized User seat per month, billed monthly in advance, unless otherwise agreed in the Order Form. Pricing as of the Effective Date is **[PRICE PER SEAT PER MONTH — INSERT]** USD.

6.2 Payment terms

Unless otherwise specified, invoices are due net 15 days from the invoice date. Late payments accrue interest at 1.5% per month or the maximum rate permitted by law, whichever is lower. Customer is responsible for collection costs (including reasonable attorneys' fees) incurred to collect overdue amounts.

6.3 Taxes

Fees are exclusive of taxes. Customer is responsible for all sales, use, value-added, withholding, and similar taxes (other than taxes on Hubswire's net income).

6.4 Price changes

Hubswire may change pricing upon at least 60 days' notice prior to the start of a Renewal Term. Price changes do not apply mid-Subscription-Term.

6.5 Suspension for non-payment

Hubswire may suspend the Service if Customer's account is more than 30 days past due, provided Hubswire has given at least 10 days' written notice of non-payment.

6.6 No refunds

Except as expressly set forth in these Terms or the SLA, all fees are non-refundable, including for partial periods of use, accounts cancelled before the end of a billing cycle, or unused seats.

7. Term and Termination

7.1 Term

These Terms commence on the Effective Date and continue for the Subscription Term specified in the Order Form. Unless either party gives notice of non-renewal at least 30 days before the end of the then-current term, the Subscription Term automatically renews for successive periods equal to the initial term (the "**Renewal Term**") on Hubswire's then-current pricing and terms.

7.2 Termination for cause

Either party may terminate these Terms upon 30 days' written notice if the other party materially breaches these Terms and fails to cure the breach within such 30-day period. Hubswire may terminate immediately if Customer breaches Sections 3.2 (Restrictions), 4.3 (Acceptable Use), or 6 (Payment) and the breach is not capable of cure or Customer fails to pay overdue amounts.

7.3 Effect of termination

Upon termination:

(a) Customer's right to access the Service ceases immediately. (b) Customer remains liable for all fees accrued prior to termination. (c) Customer Data is governed by Section 10 (Data Retention and Return). (d) Sections that by their nature should survive termination (including but not limited to Sections 3.2, 6, 7.3, 8, 9, 10, 11, 12, 13, 14, 15, 16) survive.

7.4 No refund on termination by Hubswire for Customer breach

If Hubswire terminates these Terms under Section 7.2 for Customer's breach, Customer is not entitled to any refund of pre-paid fees.

7.5 Pro-rated refund on termination by Customer for Hubswire breach

If Customer terminates these Terms under Section 7.2 for Hubswire's uncured material breach, Hubswire will refund the pro-rated portion of any pre-paid fees for the period after the termination effective date.

8. Intellectual Property

8.1 Hubswire's IP

Hubswire and its licensors retain all right, title, and interest in and to the Service, including all software, designs, documentation, trademarks, patents, copyrights, trade secrets, and other intellectual property. No rights are transferred to Customer except the license expressly granted in Section 3.

8.2 Customer's IP

Customer retains all right, title, and interest in and to Customer Data and any pre-existing materials Customer provides to Hubswire.

8.3 Feedback

If Customer provides any suggestions, ideas, enhancement requests, feedback, or recommendations regarding the Service ("**Feedback**"), Customer grants Hubswire a perpetual, irrevocable, royalty-free, worldwide license to use, modify, and incorporate such Feedback into the Service or any other Hubswire product, without obligation to compensate Customer.

8.4 Aggregated and de-identified data

Hubswire may use aggregated and de-identified data derived from Customer's use of the Service (data from which Customer and individual users cannot be re-identified) for any purpose, including improving the Service, building analytics, research, and benchmarking, and may share such aggregated data with third parties.

9. Confidentiality

9.1 Confidential Information

"**Confidential Information**" means any non-public information disclosed by one party (the "**Disclosing Party**") to the other (the "**Receiving Party**") that is marked as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

Customer Data is Customer's Confidential Information. The Service, Documentation, and Hubswire's pricing, roadmap, and technical know-how are Hubswire's Confidential Information.

9.2 Obligations

The Receiving Party will (a) protect Confidential Information using the same degree of care it uses to protect its own confidential information of similar sensitivity (and in no event less than reasonable care); (b) use Confidential Information solely to perform its obligations or exercise its rights under these Terms; and (c) disclose Confidential Information only to its employees, contractors, and agents who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Section.

9.3 Exclusions

Confidential Information does not include information that (a) is or becomes publicly known through no breach of these Terms by the Receiving Party; (b) was rightfully known to the Receiving Party without confidentiality obligation before disclosure; (c) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (d) is rightfully obtained from a third party not subject to a confidentiality obligation.

9.4 Required disclosure

The Receiving Party may disclose Confidential Information if required by law or legal process, provided that, to the extent legally permitted, it gives the Disclosing Party prompt notice and reasonable cooperation to seek a protective order.

10. Data Retention and Return

10.1 During the Subscription Term

Hubswire stores Customer Data in active production systems during the Subscription Term consistent with the Documentation and the Data Processing Agreement (hubswire.com/dpa).

10.2 Customer-initiated data export

During the Subscription Term, Customer may export Customer Data through the Service's documented data export features, where available. Hubswire will use commercially reasonable efforts to facilitate bulk export upon reasonable request.

10.3 Post-termination retention

After termination or expiration of the Subscription Term, Hubswire will:

- (a) maintain Customer Data in active production systems for 30 days, during which Customer may export it;
- (b) retain Customer Data in backup systems for an additional 60 days (90 days total post-termination); (c) permanently delete Customer Data from production and backup systems within 90 days of termination, except as required to be retained by applicable law.

10.4 Customer's responsibility

Customer is responsible for exporting any Customer Data it needs before the end of the 30-day post-termination export window. Hubswire is not liable for loss of Customer Data after the deletion timeline in Section 10.3.

11. Warranties and Disclaimers

11.1 Hubswire's warranties

Hubswire warrants that:

(a) it has the right and authority to enter into and perform these Terms; (b) the Service will be provided in a professional and workmanlike manner consistent with industry standards for SaaS B2B email collaboration products; © the Service will materially conform to the Documentation during the Subscription Term; (d) Hubswire will not knowingly introduce malware or malicious code into the Service.

Customer's exclusive remedy for breach of Section 11.1© is, at Hubswire's option, to use commercially reasonable efforts to correct the non-conformity OR to terminate the affected portion of the Service and provide a pro-rated refund.

11.2 Customer's warranties

Customer warrants that:

(a) it has the right and authority to enter into and perform these Terms; (b) Customer Data and its use of the Service comply with applicable law and these Terms; © it has obtained all consents and provided all notices required to send email through the Service and to process Customer Data through the Service.

11.3 Disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 11.1, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND. HUBSWIRE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, OR COMPLETENESS. HUBSWIRE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT IT WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS BEYOND THE SLA. WITHOUT LIMITING THE FOREGOING, HUBSWIRE'S AI FEATURES (INCLUDING DRAFTING ASSISTANCE, SUMMARIZATION, SMART REPLY, ANY OUTPUT GENERATED BY THIRD-PARTY LARGE LANGUAGE MODELS) MAY PRODUCE INACCURATE, INCOMPLETE, OR MISLEADING OUTPUT. CUSTOMER IS SOLELY RESPONSIBLE FOR REVIEWING AND VERIFYING AI-GENERATED OUTPUT BEFORE TRANSMITTING IT EXTERNALLY OR RELYING ON IT FOR ANY BUSINESS DECISION.

12. Limitation of Liability

12.1 Exclusion of consequential damages

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATED TO THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Cap on liability

EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO HUBSWIRE IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12.3 Exclusions from cap

The limitations in Sections 12.1 and 12.2 do not apply to (a) Customer's payment obligations under Section 6; (b) either party's indemnification obligations under Section 13; © Customer's breach of Section 3.2 (Restrictions), Section 4.3 (Acceptable Use), or Section 9 (Confidentiality); or (d) liability that cannot be limited by applicable law (e.g., gross negligence, willful misconduct, fraud).

12.4 Allocation of risk

Each party acknowledges that the fees reflect the allocation of risk in these Terms and that the limitations in this Section 12 are an essential basis of the bargain.

13. Indemnification

13.1 Hubswire's indemnification

Hubswire will defend, indemnify, and hold harmless Customer from and against third-party claims, actions, or proceedings to the extent alleging that the Service, as provided by Hubswire and used by Customer in accordance with these Terms, infringes a U.S. patent, copyright, or trademark or misappropriates a trade secret of a third party. Hubswire's obligations do not apply to claims arising from: (a) Customer Data; (b) Customer's modifications to the Service; © Customer's use of the Service in combination with non-Hubswire products or services not authorized by Hubswire; (d) Customer's continued use of an infringing version of the Service after Hubswire has provided a non-infringing alternative.

If the Service becomes or, in Hubswire's reasonable opinion, is likely to become the subject of an infringement claim, Hubswire may, at its option and expense: (i) procure for Customer the right to continue using the Service; (ii) replace or modify the Service to make it non-infringing while preserving substantially

equivalent functionality; or (iii) terminate the affected portion of the Service and refund any pre-paid, unused fees. This Section 13.1 states Hubswire's sole liability and Customer's exclusive remedy for any infringement claim.

13.2 Customer's indemnification

Customer will defend, indemnify, and hold harmless Hubswire from and against third-party claims, actions, or proceedings arising out of or related to (a) Customer Data, (b) Customer's or any Authorized User's breach of these Terms (including Sections 3.2 and 4.3), © Customer's violation of applicable law in connection with its use of the Service, or (d) Customer's use of the Service in violation of the rights of any third party.

13.3 Procedure

The indemnified party will (a) promptly notify the indemnifying party in writing of the claim; (b) give the indemnifying party sole control of the defense and settlement, provided that no settlement that imposes any obligation on the indemnified party (other than payment of money fully covered by the indemnifying party) will be made without the indemnified party's prior written consent; and © provide reasonable cooperation at the indemnifying party's expense.

14. Insurance

Hubswire will maintain, during the Subscription Term, commercial general liability, errors and omissions / cyber liability, and workers compensation insurance in amounts customary for SaaS B2B providers of Hubswire's size. Hubswire will provide certificates of insurance upon Customer's reasonable request.

15. Governing Law and Dispute Resolution

15.1 Governing law

These Terms are governed by the laws of the State of Florida, USA, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

15.2 Venue

Subject to Section 15.3, the parties consent to the exclusive jurisdiction of the state and federal courts located in Miami-Dade County, Florida, USA, for any dispute arising out of or related to these Terms.

15.3 Informal dispute resolution

Before initiating any legal proceeding, the parties will attempt in good faith to resolve any dispute through informal negotiation, with each party designating an authorized representative to negotiate for at least 30 days following written notice of the dispute.

15.4 Injunctive relief

Notwithstanding the above, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property or Confidential Information.

16. General

16.1 Notices

Notices to Hubswire must be sent to legal@hubswire.com with a copy to Hubswire LLC, 26074 SW 146th CT, Homestead, FL 33032, USA, Attn: Legal. Notices to Customer will be sent to the email address on file for Customer's administrator account. Notices are effective upon receipt (email) or 3 business days after deposit in the mail (postal).

16.2 Force majeure

Neither party is liable for any failure or delay in performance (other than payment obligations) caused by events beyond its reasonable control, including acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network or power outages, denial-of-service attacks, internet service provider failures, or third-party infrastructure failures (including cloud provider outages).

16.3 Assignment

Customer may not assign these Terms without Hubswire's prior written consent, except to a successor in interest in connection with a merger, acquisition, or sale of all or substantially all of Customer's assets. Hubswire may assign these Terms in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided that the assignee assumes Hubswire's obligations under these Terms.

16.4 No waiver

Failure to enforce any provision of these Terms is not a waiver of that or any other provision.

16.5 Severability

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

16.6 Independent contractors

The parties are independent contractors. These Terms do not create any agency, partnership, joint venture, or employment relationship.

16.7 No third-party beneficiaries

These Terms do not create any third-party beneficiary rights in any person or entity that is not a party.

16.8 Modifications

Hubswire may modify these Terms by posting an updated version at hubswire.com/terms and providing notice to Customer's administrator. Material changes will take effect 30 days after notice. Continued use of the Service after the effective date constitutes acceptance of the modified Terms. If Customer objects to a material change, Customer's exclusive remedy is to terminate the affected portion of the Service for a pro-rated refund of pre-paid, unused fees.

16.9 Entire agreement

These Terms, together with any Order Form, the Data Processing Agreement, the SLA, and the Privacy Policy, constitute the entire agreement between the parties regarding the subject matter and supersede all prior or contemporaneous agreements, representations, or understandings. In the event of a conflict, the order of precedence is: (1) Order Form, (2) DPA, (3) these Terms, (4) SLA, (5) Privacy Policy.

16.10 Counterparts

These Terms may be executed in counterparts, each of which is deemed an original, and all of which together constitute one and the same agreement. Electronic signatures (DocuSign, HelloSign, etc.) are valid and binding.

17. U.S. Government Customers

If Customer is a U.S. government entity, the Service is provided as "Commercial Computer Software" and "Commercial Computer Software Documentation" pursuant to FAR 12.212 and DFARS 227.7202 and is licensed under the standard commercial terms of these Terms, without further restrictions on use or rights beyond those set forth in these Terms.

18. Contact

For questions about these Terms:

Hubswire LLC 26074 SW 146th CT Homestead, FL 33032, USA Email: legal@hubswire.com Web: hubswire.com

Changelog:

VERSION	DATE	CHANGES
1.0	[DATE]	Initial publication.