

Terms of Service

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User's Acknowledgment and Acceptance of Terms

3rd Party Virtual Assistant ("Us" or "We") provides the www.3rdPartyVA.com site and various related services (collectively, the "site") to you, the user, subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us and you. In addition, when using particular services or materials on this site, users shall be subject to any posted rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

These Terms of Use are effective as of the "Last Modified" date identified at the top of this page. We expressly reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use from time to time and to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use. However, for any material modifications to the Terms of

Use or in the event that such modifications materially alter your rights or obligations hereunder, such amended Terms of Use will automatically be effective upon the earlier of (i) your continued use of this site with actual knowledge of such modifications, or (ii) 30 days from publication of such modified Terms of Use on this site.

Notwithstanding the foregoing, the resolution of any dispute that arises between you and us will be governed by the Terms of Use in effect at the time such dispute arose.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

Overview of our Services

To ensure the quality of the 3rd Party Virtual Assistance Virtual Assistant experience, we have set up our terms of service for our mutual benefit. If you violate these rules it will mean you have broken the terms of service and this may result in a termination of your account.

Tasks and concierge requests are non-transferable. You cannot sell or give away tasks on your plan but you are more than free to buy a plan for your friends, family and loved ones—they'll love you and so will we. Your 3rd Party Virtual Assistance Virtual Assistant account is also non-transferable. That means if one person signs up, you cannot transfer ownership of that account to another person.

All 3rd Party Virtual Assistance Virtual Assistant plans are governed by a monthly hour limit by plan type. If these hours are unused by the next billing cycle, the hours will not carry over to the next cycle.

All 3rd Party Virtual Assistance Virtual Assistant plans are recurring subscriptions that can be canceled at any time.

Any agreement or attempted agreement between client and assistant, in connection with a service contract, requiring that payment be made outside of 3rd Party Virtual Assistance Virtual Assistant shall constitute a material breach of this agreement and be subject to cancellation without refund.

Requests & Tasks

Each request (task) must be submitted by phone, email or SMS. Please send your requests individually: this means that each communication you have with your assistant should contain one, defined, task. You are more than welcome to submit multiple tasks at one time, but we ask that you create a separate email for each. This ensures the fastest possible turn around for each task.

If you ever feel like your service could be better, you can contact us by email at chiefseniorva@3rdpartyva.com. For a list of example tasks that we will and won't do, please consult our "[FAQ](#)" page. That should give you a good idea of what we're able to accomplish and what we simply cannot do. Agreeing to these terms of service means you understand and agree to keep your tasks within the scope of our business.

Ownership and Confidentiality of Work Product

If a Virtual Assistant creates anything original for you, such as research projects, reports, templates, spreadsheets, forms, etc. ("Work Product"), 3rd Party Virtual Assistance grants to you a non-exclusive, royalty-free, perpetual, irrevocable, non-transferable license to use the Work Product for your own personal and commercial purposes.

To avoid doubt, you retain sole ownership of your confidential information and your intellectual property and, to the extent your confidential information or intellectual property is incorporated into the Work Product, it will be removed prior to any use or disclosure by 3rd Party Virtual Assistance Virtual Assistant to a 3rd Party.

As used in these Terms of Service, your confidential information means non-public information that you provide to 3rd Party Virtual Assistance or a Virtual Assistant that you reasonably expect 3rd Party Virtual Assistance to keep secret, including your personal information (i.e., your name, your social security number, your credit card information, and similar information), but does not include information

that (1) becomes generally available to the public other than an unauthorized disclosure by 3rd Party Virtual Assistance or a Virtual Assistant; (2) was or becomes available to 3rd Party Virtual Assistance or a Virtual Assistant on a non-confidential basis prior to your disclosure of the information to 3rd Party Virtual Assistance or a Virtual Assistant; (3) is independently developed by 3rd Party Virtual Assistance or a Virtual Assistant without using your confidential information; or (4) information we are required to disclose by a warrant, subpoena or other request in an investigation or legal proceeding or where disclosure is necessary to protect 3rd Party Virtual Assistance's rights or property, or the rights or property of Virtual Assistants or our other clients.

As used in these Terms of Service, your intellectual property means patents, trademarks and copyrights owned by you and any insights, knowledge, and ideas provided by you in connection with creation of the Work Product.

Guarantee & Warranty

There is no warranty on any of the information, tasks, or projects your Virtual Assistant completes for you. What we will promise is that we'll do our best to provide the most accurate, most effective information available and we know Virtual Assistants do this better than anyone else. However, if we give you information or results that are wrong, although we'll be deeply sorry, you can't hold us liable for it (or the results) legally or morally — we're sorry!

Cancellations

If you leave us, we'll miss you dearly but we won't hold you back. Monthly memberships can be canceled at any time, though we are unable to prorate membership cancellations or refund due to unused time. All cancellation requests will go into effect at the end of your current monthly subscription. To cancel, just email your assistant or contact our Support Team: chiefseniorva@3rdpartyva.com and ask us to cancel your subscription.

Termination of Service

3rd Party Virtual Assistance reserves the right to terminate the service of a 3rd Party Virtual Assistance client at any time — for any reason. Should this occur, we will give you a prorated refund at the standard monthly rate for any period for which you have already paid. That means that rarely and under great duress we may end our relationship with a client for any number of reasons including but not limited to the following:

1. If the client is constantly requesting tasks outside the scope of their service plan and we're unable to find a solution by scaling back the requests
2. If the client is abusive to his/her assistant or any other 3rd Party Virtual Assistance team member

3rd Party Virtual Assistance Terms of Service Non-solicitation Provision

I acknowledge that 3rd Party Virtual Assistance has made substantial investments in recruiting, training and matching skilled 3rd Party Virtual Assistance assistants with each of its members including me, and that 3rd Party Virtual Assistance has a legitimate interest in earning a reasonable return on those investments. I also acknowledge that 3rd Party Virtual Assistance has agreements with 3rd Party Virtual Assistance assistants that protect this interest by requiring that 3rd Party Virtual Assistance assistants obtain 3rd Party Virtual Assistance's prior written consent before accepting any direct engagement (whether as an employee, consultant, contractor or otherwise) with the 3rd Party Virtual Assistance member to whom they were assigned. Accordingly, to the fullest extent permitted under applicable law, I agree that during my membership and for a period of twelve (12) months immediately following the termination of my relationship with 3rd Party Virtual Assistance for any reason, whether voluntary or involuntary, with or without cause, I shall not directly or indirectly solicit any 3rd Party Virtual Assistance assistant who is assigned to me at that time or who was assigned to me within the six months preceding

termination of my relationship with 3rd Party Virtual Assistance to leave his or her employment with 3rd Party Virtual Assistance and to work for me in any engagement directly or indirectly. Should any solicitation by me become a substantial factor resulting in a 3rd Party Virtual Assistance assistant leaving 3rd Party Virtual Assistance and accepting an engagement with me directly or indirectly without 3rd Party Virtual Assistance's consent, I agree to pay 3rd Party Virtual Assistance as liquidated damages reasonably calculated to compensate 3rd Party Virtual Assistance for its lost investments and not as a penalty of any kind, a one-time fee equivalent to one year of my monthly 3rd Party Virtual Assistance subscription in effect at the most recent date that the 3rd Party Virtual Assistance assistant had been assigned to me by 3rd Party Virtual Assistance.

Data Rights and Protection

3rd Party Virtual Assistance has the utmost respect for our customers' privacy and information protection. Given the ever-changing regulatory environment, we strive to stay ahead of the curve. In our mission to ethically and lawfully serve our customers we have the following policies in place in order to adhere to international and domestic law:

Obtaining Consent:

3rd Party Virtual Assistance wrote our terms of service to make it as understandable and straightforward as possible. Our valued customers are able to give and rescind consent at any time. If at any time you wish to remove consent, please email our Data Protection Officer at chiefseniorva@3rdpartyva.com. Additional details are provided below in our "Data Protection Officer" description.

Timely Breach Notification:

In the event of a data breach, 3rd Party Virtual Assistance will notify our associated data controllers and customers within 72 hours. In addition to outlining the nature of the breach, the breadth, and actions involved to remedy the situation will be detailed.

Right to Data Access:

If at any time a customer wishes to access his or her existing data profile, 3rd Party Virtual Assistance will provide a free electronic copy of the data we collected about that customer. This report will also include the various ways the information has been used.

Right to Be Forgotten:

If at any time a customer discontinues their relationship with 3rd Party Virtual Assistance, the customer can request that his or her personal data is wholly erased from our records.

Data Portability:

This gives users rights to their own data. Customers will be able to obtain their data from 3rd Party Virtual Assistance in an electronic report and reuse that same data in different environments outside of ours.

Privacy by Design:

3rd Party Virtual Assistance has a full and detailed map of our data collection process and the various parties privy to that data 3rd Party Virtual Assistance has specifically designed its systems and trained its staff to maintain customer privacy. We strive to continue to improve and adapt this design to be forward looking.

Data Protection Officer:

3rd Party Virtual Assistance has appointed a Data Protection Officer who can be reached at chiefseniorva@3rdpartyva.com. This internal officer will be able to rescind customer consent as requested, alert stakeholders of a data breach, provide access to data reports, ensure the right to be forgotten, establish data portability as requested, and oversee privacy by design with a fiduciary responsibility.