

Terms of Use

Kaizen BPO, Inc.

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These Terms of Use ("Terms") govern your access to and use of kaizenbpo.com and our related websites (the "Site"), operated by Kaizen BPO, Inc. ("Kaizen," "we," "us," or "our"). By accessing or using the Site, you agree to these Terms. If you do not agree, please do not use the Site.

1. Use of the Site

You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to:

1. Use the Site in any way that violates any applicable law or regulation
2. Attempt to gain unauthorized access to the Site, its servers, or any connected systems
3. Introduce viruses, malware, or other harmful code
4. Use any robot, scraper, or automated means to access or copy the Site without our written permission
5. Interfere with or disrupt the operation of the Site
6. Submit false or misleading information, or impersonate any person or business

2. Our Services

The Site provides general information about Kaizen and our business process outsourcing, customer care, sales, lead generation, technology, and related services. Information on the Site is not an offer to provide services. Any services we provide are governed by a separate written agreement between Kaizen and the client, such as a services agreement or statement of work. If those agreements conflict with these Terms, those agreements control.

3. Information on the Site

We work to keep the information on the Site accurate and current, but it is provided for general information only. It is not legal, financial, compliance, or other professional advice. Results described on the Site, including examples and case studies, depend on many factors and are not a guarantee of results for any other business.

4. Intellectual Property

The Site and its content, including text, graphics, logos, images, videos, and software, are owned by Kaizen or its licensors and are protected by copyright, trademark, and other laws. Kaizen BPO, CallerRescue, and our other names and logos are trademarks of Kaizen or its affiliates. You may view and print pages from the Site for your own internal business use. You may not copy, modify, distribute, sell, or create works based on the Site or its content without our prior written permission.

5. Information You Submit

When you submit information through the Site, such as a contact form or partner application, you confirm that the information is accurate and that you have the right to share it. Our use of personal information is described in our Privacy Policy. If you send us ideas, suggestions, or feedback, we may use them without any obligation to you.

6. Communications

By providing your contact information, you agree that Kaizen may contact you by email or phone about your inquiry. We will send text messages only if you have given your consent to receive them. You may opt out of marketing communications at any time as described in our Privacy Policy.

7. Third-Party Links

The Site may contain links to websites operated by third parties or by our affiliates. We provide these links for convenience only. We do not control and are not responsible for the content, policies, or practices of any third-party website.

8. Disclaimer of Warranties

THE SITE AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

9. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, KAIZEN AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, DATA, OR BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE. OUR TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THE SITE WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

10. Indemnification

You agree to defend, indemnify, and hold harmless Kaizen and its officers, directors, employees, and affiliates from any claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of your violation of these Terms or your misuse of the Site.

11. Governing Law and Venue

These Terms are governed by the laws of the State of California, without regard to its conflict of law principles. Any dispute arising out of or related to these Terms or the Site will be brought exclusively in the state or federal courts located in Orange County, California, and you consent to the jurisdiction of those courts.

12. Changes to These Terms

We may update these Terms from time to time. When we do, we will change the "Last updated" date at the top of this page. Your continued use of the Site after any change means you accept the updated Terms.

13. General

If any part of these Terms is found unenforceable, the rest will remain in effect. Our failure to enforce any part of these Terms is not a waiver of our right to enforce it later. These Terms, together with our Privacy Policy, are the entire agreement between you and Kaizen regarding your use of the Site.

14. Contact Us

If you have questions about these Terms, please contact us:

Kaizen BPO, Inc.

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