

Terms of Use

Effective September 9, 2026 · Version 2026-09-09

These Terms of Use (the “**Terms**”) are a legally binding agreement between the person or entity accepting them (“**Customer**,” “**you**,” or “**your**”) and TuziSoft LLC, a Colorado limited liability company doing business as JunkHQ (“**JunkHQ**,” “**we**,” “**us**,” or “**our**”). They govern your access to and use of JunkHQ’s hosted websites, quote tools, customer relationship management platform, scheduling, routing, communications, payment integrations, workforce tools, and related services (collectively, the “**Services**”).

By checking the acceptance box, creating an account, accepting an invitation, or using the Services, you agree to these Terms. If you act for a company, you represent that you can bind it, and “Customer” means that company. If you do not agree, do not create an account or use the Services.

1. Eligibility and business use

You must be at least 18 years old and legally able to enter a contract. The Services are offered for business use by junk-removal and related service providers, not for personal, family, or household use. You may use the Services only in the United States unless we agree otherwise in writing.

2. Accounts, roles, and security

- 1. Accurate information.** You must provide current, complete, and accurate account, business, billing, service-area, pricing, disposal, contact, and payment information and keep it updated.
- 2. Authorized users.** Owners may invite managers and employees and assign permissions. Customer is responsible for every use of the Services through its accounts, including acts of invited users, and for promptly removing access when it is no longer authorized.
- 3. Security.** Keep credentials confidential, use reasonable security controls, and notify us promptly at owen@tuzisoft.com of suspected unauthorized access. You may not share an individual login among multiple people.
- 4. Electronic records.** You consent to transact with us electronically and to receive agreements, notices, invoices, and service communications at the email address associated with your account. You may retain these Terms by downloading the PDF or printing this page. When you accept, we may retain the Terms version, acceptance time, IP address, and browser user-agent as evidence of the agreement.

3. The Services

The Services may include a branded customer-facing site; lead and customer records; photo uploads; AI-assisted quote ranges; appointment and recurring-service scheduling; fleet, facility, capacity, route, and business-hours tools; email and SMS workflows, including an optional AI texting agent that drafts

and sends replies on Customer's behalf; an in-dashboard AI help assistant; payment links and records; completion photos and signatures; employee accounts, schedules, timecards, and payroll estimates; and support tools. Features may vary by plan, configuration, location, and third-party availability.

We may improve, modify, add, or discontinue features. We will provide reasonable advance notice if a change materially reduces the core functionality of a paid Service, unless advance notice is impracticable for security, legal, or third-party reasons.

4. Subscription, trial, billing, and cancellation

Automatic renewal terms. A new self-service subscription includes a 30-day free trial and then automatically renews month-to-month at the then-current price for the plan tier you select, as shown on our [pricing page](#) and on the order screen when you subscribe, plus applicable taxes, until canceled. Your payment method will be charged when the trial ends and on each monthly renewal date. Cancel before the trial deadline to avoid the first charge, or before a later renewal date to avoid the next monthly charge.

How to cancel. An account owner may cancel online at any time from **Dashboard** → **Subscription** → **Cancel subscription**. Cancellation takes effect at the end of the current trial or paid billing period, and access continues until then. You may also contact owen@tuzisoft.com if the online control is unavailable.

1. **Payment authorization.** You authorize JunkHQ and its payment processor to store the payment method you provide and charge all subscription fees, taxes, and other amounts you approve. You must keep a valid payment method on file.
2. **Failed payments.** If a charge fails or remains past due, we may retry it and limit, suspend, or terminate access after reasonable notice.
3. **Refunds.** Fees are non-refundable and there are no credits for partial periods, unused accounts, or downgrades, except where required by law or expressly agreed in writing.
4. **Price changes.** We may change recurring fees on at least 30 days' advance notice. A price change takes effect no earlier than your next renewal after the notice period. You may cancel before it takes effect.
5. **Taxes.** Fees exclude sales, use, excise, and similar taxes. You are responsible for taxes arising from your purchase, other than taxes based on our net income.
6. **Trial limits.** One trial is available per Customer unless we approve otherwise. We may end or restrict a trial if we reasonably believe it is being abused.

5. Customer's junk-removal business

JunkHQ supplies software and related hosting; it is not a junk-removal carrier, broker, hauler, employer, disposal facility, or party to transactions between Customer and Customer's prospects, customers, workers, contractors, or vendors. Customer alone is responsible for:

- its services, estimates, bids, contracts, appointments, cancellations, refunds, warranties, customer disputes, and performance;
- all licenses, permits, registrations, insurance, vehicle and worker safety, waste classification, transport, disposal, recycling, and environmental compliance;
- identifying and lawfully handling hazardous, prohibited, regulated, unusually heavy, or unsafe materials and ensuring its site and communications accurately describe items it will not accept;
- the conduct, classification, compensation, taxes, and supervision of its employees and contractors; and
- providing legally required terms, privacy notices, cancellation rights, receipts, and disclosures to its own customers.

You may not state or imply that JunkHQ provides, guarantees, licenses, endorses, or insures your junk-removal services.

6. Quotes, artificial intelligence, maps, and routes

1. **AI-assisted output.** Quote ranges, detected items, volume, labor, pricing explanations, message suggestions, and other generated output are estimates produced from Customer's settings, user-submitted descriptions or photos, and third-party systems. Output may be incomplete, inaccurate, unavailable, or unsuitable for a particular job.
2. **Customer review.** Customer authorizes the Services to display or send configured estimates to prospects, but remains responsible for reviewing pricing logic, costs, margins, service areas, availability, and output; confirming job conditions before performance; and correcting or declining an estimate when appropriate. Output is not legal, tax, accounting, employment, safety, environmental, or other professional advice.
3. **Routing and geocoding.** Addresses, distances, drive times, stop order, capacity, and routes are estimates. Drivers must follow actual road conditions, posted restrictions, vehicle limits, site rules, and applicable law. The Services are not an emergency or safety-navigation system.

7. Communications

The Services may facilitate email, SMS, and telephone communications using Customer's brand or number. Customer is the sender or initiator of its communications and is responsible for message content, recipient lists, quiet hours, opt-in and opt-out records, and compliance with the Telephone Consumer Protection Act, CAN-SPAM Act, carrier rules, industry codes, and state law. Customer must obtain every consent required for automated or marketing messages, honor revocations and opt-outs promptly, and must not use purchased, scraped, or unlawfully obtained contact lists. Service availability does not mean a message is lawful.

8. Payment services

Customer payment features are provided through Stripe or another disclosed processor. Customer must maintain its own eligible connected payment account and comply with the processor's agreements and rules. Customer—not JunkHQ—is the merchant and seller of record for Customer's junk-removal transactions and is responsible for prices, taxes, refunds, chargebacks, fraud, receipts, and disputes. Electronic payments are directed to Customer's connected account; JunkHQ does not take custody of Customer's sales proceeds or receive card or bank credentials. Saved payment methods require the payer's express authorization for the disclosed use. Processor outages, holds, reserves, underwriting, and account decisions are controlled by the processor.

9. Workforce, timecard, and payroll tools

Workforce features are administrative recordkeeping and estimation tools only. JunkHQ is not Customer's employer, co-employer, payroll provider, accountant, or tax adviser and does not determine worker classification, wages, overtime, breaks, reimbursement, withholding, benefits, scheduling compliance, or payroll tax obligations. Customer must review records, preserve legally required records, correct errors, and calculate and pay all compensation and taxes under applicable federal, state, and local law.

10. Customer Data and privacy responsibilities

1. **Customer Data.** "Customer Data" means information, content, photos, signatures, messages, records, settings, and materials submitted to or generated for Customer through the Services, including information about Customer's customers and workers. As between the parties, Customer retains its rights in Customer Data.
2. **Permission to process.** Customer grants JunkHQ and its subprocessors a non-exclusive, worldwide right to host, copy, transmit, display, modify, analyze, and otherwise process Customer Data only as reasonably necessary to provide, secure, support, and improve the Services; comply with law; and enforce these Terms.
3. **Customer instructions and notices.** Customer represents that it has a lawful basis and all rights, notices, and consents needed for JunkHQ to process Customer Data as described here, including customer contact details, jobsite addresses, uploaded images, completion evidence, worker schedules, timecards, and communications. Customer is responsible for responding to privacy requests concerning data it controls.
4. **Sensitive data.** Do not submit Social Security numbers, government identification numbers, protected health information, payment-card data outside the processor's secure fields, account passwords, or other data not reasonably needed for the Services.
5. **Security.** We will use reasonable administrative, technical, and organizational safeguards appropriate to the Services. No system is completely secure, and Customer is responsible for securely configuring its accounts, permissions, devices, and exports.

6. **Aggregated data.** We may create and use statistics and insights derived from use of the Services only in aggregated or de-identified form that does not reasonably identify Customer or any individual.

11. Customer Content

Customer is responsible for the legality, accuracy, quality, and rights clearance of Customer Data, its website copy and branding, and all content it or its users provide. Customer represents that this content does not infringe, misappropriate, or violate intellectual-property, privacy, publicity, confidentiality, consumer-protection, or other rights. We may remove or restrict content that we reasonably believe violates these Terms or law.

12. Acceptable use

You will not, and will not permit anyone to:

- use the Services unlawfully, deceptively, fraudulently, to harass others, or to facilitate unsafe or illegal disposal;
- upload malware or unlawful content; probe or bypass security; disrupt the Services; or gain unauthorized access to any account, tenant, system, or data;
- copy, resell, sublicense, rent, or provide the Services as a service bureau except to operate Customer's own business;
- reverse engineer, decompile, scrape, frame, or systematically extract the Services or data, except where a legal restriction cannot be waived;
- send spam or unlawful messages, impersonate another person, misrepresent affiliation, or use contact data for a purpose the individual did not authorize;
- use the Services or output to build or train a competing product or model; or
- rely on the Services as your sole safety, life-support, hazardous-material-classification, or emergency-response system, or use the Services to operate aircraft, medical devices, nuclear facilities, or other life-critical infrastructure unrelated to junk-removal operations.

13. Third-party services

The Services interoperate with third-party products such as payment processors, cloud hosting and storage, mapping and routing providers, AI providers, identity providers, email carriers, and telecommunications carriers. Third-party terms and privacy practices may apply. We are not responsible for third-party services, changes, outages, data handling, or decisions, but we remain responsible for our express obligations under these Terms.

14. JunkHQ intellectual property

JunkHQ and its licensors own the Services, software, designs, documentation, templates, workflows, models, and all related intellectual-property rights, excluding Customer Data. During an active

subscription, we grant Customer a limited, non-exclusive, non-transferable, non-sublicensable right for its authorized users to access and use the Services for Customer's internal business operations. No rights are granted by implication. If you provide feedback, you grant us a perpetual, irrevocable, worldwide, royalty-free right to use it without restriction or attribution.

15. Confidentiality

Each party may receive non-public information that a reasonable person would understand to be confidential. The receiving party will use it only to perform or exercise rights under these Terms and protect it using at least reasonable care. This duty does not cover information that the receiving party can document was lawfully known without restriction, becomes public through no breach, is received lawfully from a third party, or is independently developed. A party may disclose confidential information when legally required after giving notice where permitted.

16. Suspension and termination

1. **By Customer.** You may cancel renewal as described in Section 4. You may request account closure by contacting support.
2. **By JunkHQ.** We may suspend or terminate access if Customer materially breaches these Terms, creates a security or legal risk, fails to pay, uses the Services fraudulently or unlawfully, or if continued service becomes unlawful. When reasonably practicable, we will give notice and an opportunity to cure.
3. **Effect.** On termination, Customer's right to use the Services ends. We may delete Customer Data after a reasonable post-termination period, subject to legal retention obligations. Customer should export needed records before termination. Sections that by their nature should survive will survive, including payment obligations, intellectual property, confidentiality, disclaimers, indemnity, limitations of liability, and disputes.

17. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND ALL OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE." JUNKHQ DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE SERVICES, QUOTES, ROUTES, SCHEDULES, MESSAGES, PAYMENTS, OR RECORDS WILL BE ACCURATE, COMPLETE, UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT THEY WILL PRODUCE ANY PARTICULAR REVENUE, LEADS, BOOKINGS, COMPLIANCE, OR BUSINESS RESULT.

18. Indemnification

Customer will defend, indemnify, and hold harmless JunkHQ and its affiliates, officers, directors, employees, and agents from third-party claims, damages, fines, penalties, losses, and reasonable legal fees arising out of or relating to: (a) Customer's junk-removal or other services; (b) Customer Data or content; (c) Customer's users, workers, communications, estimates, contracts, payments, disposal practices, or violation of law; or (d) Customer's breach of these Terms. We will promptly notify Customer of a covered claim, allow Customer to control the defense and settlement, and provide reasonable cooperation at Customer's expense. Customer may not settle a claim in a way that admits fault by or imposes obligations on JunkHQ without our written consent.

19. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, REVENUE, BUSINESS, GOODWILL, USE, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY. JUNKHQ'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE FEES CUSTOMER PAID JUNKHQ FOR THE SERVICES DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY OR (B) \$100.

The exclusions and cap do not limit Customer's payment obligations, either party's infringement or misappropriation of the other party's intellectual property, Customer's indemnification obligations, or liability that cannot lawfully be limited. These allocations are an essential basis of the bargain and apply even if a remedy fails of its essential purpose.

20. Governing law and disputes

These Terms are governed by the laws of the State of Colorado, without regard to conflict-of-law rules. The state courts located in the City and County of Denver, Colorado and the federal courts serving Denver, Colorado will have exclusive jurisdiction over any dispute arising out of or relating to the Services or these Terms, and each party consents to personal jurisdiction and venue there. Before filing suit, a party will give written notice describing the dispute and the requested relief, and the parties will try in good faith for 30 days to resolve it. Either party may seek immediate injunctive relief to protect security, confidential information, or intellectual-property rights.

21. Changes to these Terms

We may update these Terms. If a change is material, we will give reasonable advance notice by email, through the Services, or both, and identify the new effective date. We may require affirmative acceptance of updated Terms. Changes will not apply retroactively. If you do not agree, you must stop using the Services and cancel before the updated Terms take effect.

22. Notices

We may send notices to the account email address or display them in the Services, and they are effective when sent or displayed. Legal notices to TuziSoft LLC d/b/a JunkHQ must be sent to owen@tuzisoft.com with the subject "Legal Notice." You must keep your email address current.

23. General terms

These Terms and any written order or addendum are the complete agreement about the Services and supersede prior or contemporaneous discussions on that subject. An order or addendum controls over these Terms only to the extent it expressly says so. Customer may not assign these Terms without our written consent; we may assign them in connection with a merger, acquisition, reorganization, or sale of substantially all relevant assets. Neither party is liable for delay caused by events beyond its reasonable control, except payment obligations. Failure to enforce a provision is not a waiver. If a provision is unenforceable, it will be modified only as much as necessary and the rest remains effective. Headings are for convenience. "Including" means "including without limitation." No agency, partnership, joint venture, fiduciary, employment, franchise, or exclusive relationship is created.

24. Contact

Questions about these Terms or the Services may be sent to TuziSoft LLC d/b/a JunkHQ at owen@tuzisoft.com.