

Terms and Conditions

These Terms and Conditions outline the rules and regulations for the use of Nerductivity's website and services.

By accessing this website and engaging our services, you accept these terms and conditions in full. Do not continue to use Nerductivity's website if you do not accept all of the terms and conditions stated on this page.

1. General IT Consulting Services

Nerductivity agrees to provide IT consulting services, including network support, cybersecurity assessments, software implementation, and general technical assistance as detailed in a separate Statement of Work or Service Agreement.

- **Client Responsibilities:** The Client agrees to provide timely access to systems, information, and personnel required for the completion of services.
- **Confidentiality:** Both parties agree to maintain the confidentiality of all proprietary and sensitive information exchanged during the term of the agreement.
- **Limitation of Liability:** Nerductivity is not liable for any direct, indirect, special, or consequential damages resulting from the use of our services, beyond the maximum extent permitted by law.
- **Governing Law:** These Terms are governed by and construed in accordance with the laws of Louisiana.

2. SMS/Text Messaging Terms & Conditions

This section outlines the terms for receiving text messages from Nerductivity related to our services, including 2FA codes, account notifications, and customer support (person-to-person communication).

- **Consent:** By providing your mobile phone number and initiating a text conversation with us, you expressly consent to receive text messages from Nerductivity for the purposes described above. This consent is an electronic signature. Your consent to receive SMS messages is not a condition of purchasing any goods or services.
- **Program Description:** Messages may include, but are not limited to, two-factor authentication codes, updates regarding your service requests, missed call notifications, and direct communication with our support staff.
- **Message Frequency:** Message frequency will vary depending on your interactions with us and the nature of your service requests.

- **Cost:** Standard message and data rates may apply to any messages sent or received based on your mobile carrier's plan terms. Nerductivity is not responsible for any charges incurred by you for receiving our messages.
- **Opt-Out Instructions:** You can opt out of receiving SMS messages at any time. To stop receiving messages, reply **STOP** to any message you receive from us. You will receive one final confirmation message acknowledging your opt-out request, after which no further messages will be sent unless you re-subscribe.
- **Help & Support:** For assistance at any time, reply **HELP** to any message you receive or contact us via email at info@mailanerd.com or call us at 318.251.8286 opt 1.
- **Carrier Liability:** We are not liable for delayed or undelivered messages. Delivery is subject to effective transmission by your mobile network operator.

3. Privacy Policy

This Privacy Policy describes how Nerductivity collects, uses, and discloses your personal information when you use our services or visit our website.

3a. Information We Collect

We collect various types of information in connection with the services we provide:

- **Personal Identification Information:** Names, email addresses, phone numbers, and job titles provided when you engage us via any method.
- **Usage Data:** Information on how the website is accessed and used (e.g., pages visited, time spent on site, IP addresses).
- **Service Data:** Data necessary to perform our IT consulting services, which may include access logs and configuration details of your systems.

3b. How We Use Your Information

We use the collected data for various purposes:

- To provide and maintain our services.
- To notify you about changes to our services.
- To provide customer support and respond to inquiries.
- To communicate with you via email and, with your explicit consent, via SMS/Text Messaging.
- To maintain records required for business operations and legal compliance.

3c. SMS/Text Messaging Data and Privacy

This section specifically addresses information collected and used in relation to our SMS communication program outlined in our Terms and Conditions.

- **Data Collection:** We collect your mobile phone number, your opt-in status, and the content of the messages you send us.
- **Data Usage:** This data is used solely for the purpose of communicating with you regarding your account, 2FA, support, and notifications as agreed upon.
- **Data Sharing & Third Parties:** We value your privacy and adhere strictly to carrier guidelines.
 - **Mobile information will not be shared with third parties or affiliates for marketing or promotional purposes.**
 - **All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.**
 - This means your phone number and consent status are held confidentially and solely for the operation of our direct communication with you.

3d. Data Retention and Security

We will retain your personal data only for as long as is necessary for the purposes set out in this Privacy Policy. We implement robust security measures designed to protect your information from unauthorized access, alteration, disclosure, or destruction.

3e. Your Data Protection Rights

Depending on your location, you may have rights regarding the personal information we hold about you (such as the right to access, update, or request deletion of your data). Please contact us at info@mailanerd.com to exercise these rights.

3f. Changes to This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

3g. Contact Us

If you have any questions about this Privacy Policy or our data practices, please contact us:

- **By email:** info@mailanerd.com
- **By phone:** 318.251.8286 opt 1

- **By mail:**

Nerductivity, LLC
700 E Georgia Ave
Ste 1816
Ruston, LA 71270

Mobile information will not be shared with third parties or affiliates for marketing or promotional purposes. All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.

4. Changes to the Terms

Nerductivity reserves the right to update or modify these Terms and Conditions at any time without prior notice.