ITBroker.com

Terms of Use

https://www.itbroker.com/legal/terms-of-use

Effective November 3, 2026

These Terms of Use (the "Terms") are the agreement between you and Information Technology Broker LLC, a Texas limited liability company ("ITBroker.com", "we" or "us"), for using our websites and tools. Please read sections 11, 12 and 14: they limit our liability, require individual arbitration of most disputes and waive jury trials.

In these Terms:

- **"Services"** means www.itbroker.com, our calculators and other tools, our guides, reports, podcast and newsletter, Contract Upload at uploader.itbroker.com, ITBroker.com Secret at secret.itbroker.com, and any other site of ours that links to these Terms of Use.
- **"You"** means the person using the Services and, if you use them for a company or other organization, that organization too.

1. Accepting these Terms

By using the Services you agree to these Terms. If you use them for an organization, you confirm that you may accept these Terms for it. If you do not agree, do not use the Services.

These Terms incorporate our Acceptable Use Policy and Disclaimer. Our Privacy Policy and Cookie Policy explain how we handle information.

2. What these Terms cover

These Terms cover the Services only, which are free. They do not cover paid projects under a Statement of Work, which have their own agreement.

3. Who may use the Services

The Services are for businesses and the people who work for them. You must be at least 18 years old to use them.

4. Using the Services

You may use the Services for your own business or personal research, and you may share links to our pages. Follow our Acceptable Use Policy. Give us accurate information in our forms, and use only an email address that is yours or that you are allowed to use.

5. Our content

The Services, including their text, data, tools, software, designs, recordings, logos and the ITBroker.com name, belong to us or to those who license them to us, and are protected by copyright, trademark and other laws. Apart from what section 4 allows, you may not copy, republish, sell or build a product from our content without our written permission. For permission, email legal@itbroker.com.

6. What you send us

You keep ownership of what you send us. You give us permission to use it to provide the Services and as our Privacy Policy describes.

Contract Upload. By uploading a document, you confirm that you have the right to share it with us for this purpose, and you allow us to store it, review it and use the pricing and terms in it to produce aggregated, anonymized benchmarks that we may use in our business, including in content we publish. We will not publish a document or identify a customer or person from it. Remove customer names, contact details and street addresses before you upload.

Ideas and feedback. If you send us ideas or suggestions about the Services, we may use them without owing you anything.

7. Calculators and tools

Our calculators and tools give estimates based on what you enter and our assumptions. They are not quotes, offers or advice for your situation, and real prices and results will differ. Read our Disclaimer before you rely on any result.

8. ITBroker.com Secret

Your browser encrypts each secret, and we cannot read it or recover it. A secret is deleted when it expires or has been viewed as many times as you allowed, so do not use Secret to store anything you need to keep. You are responsible for who receives the link. We may delete a secret when we receive a credible report that it is being used for abuse.

9. Other websites and vendors

The Services link to vendors and other websites, and they embed some services of other companies, such as video and audio players and our booking calendar. We do not control them and are not responsible for them. Your dealings with a vendor, including any contract you sign with one, are between you and that vendor.

10. Changes, suspension and availability

We may change, suspend or stop any part of the Services at any time. We may block or suspend anyone's access to the Services if we believe they have broken these Terms or the law, or to protect the Services or other people. We do not promise that the Services will always be available or free of errors.

11. No warranties

The Services are free, and we provide them "as is" and "as available". To the fullest extent the law allows, we make no warranties of any kind, express or implied, including warranties of merchantability, fitness for a particular purpose, accuracy and non-infringement. We do not warrant that the Services or any result, estimate or content will be accurate, complete, current, uninterrupted, secure or free of viruses.

12. Limitation of liability

To the fullest extent the law allows:

1. we are not liable for any indirect, incidental, special, consequential, exemplary or punitive damages, or for any lost profits, revenue, savings, data or goodwill, arising from the Services or these Terms, even if we were told such damages were possible; and
2. our total liability for all claims arising from the Services or these Terms is limited to one hundred US dollars (US $100).

Some places do not allow some of these limits. Where that is so, they apply only as far as the law allows. This section does not limit liability for our fraud or willful misconduct, or any liability the law does not allow us to limit.

13. Your responsibility to us

If someone makes a claim against us because of how you used the Services, what you sent us, or your breach of these Terms or the law, you will cover our losses and reasonable costs, including reasonable attorneys' fees. We will tell you about the claim, and you may take part in the defense with your own lawyer.

14. Governing law and disputes

14.1 Governing law

Texas law governs these Terms and any dispute about them or the Services, without regard to its rules on conflicts of law. These Terms involve interstate commerce, and the Federal Arbitration Act governs sections 14.2 through 14.7. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply.

14.2 Talk to us first

Before starting an arbitration or a case, email legal@itbroker.com with a description of the dispute and what you are asking for, and give us 30 days to try to resolve it informally. We will do the same before starting one against you. This does not stop either of us from seeking temporary emergency relief under section 14.5 right away. From the day either of us sends a notice under this section until 15 days after the 30-day period ends, the time limits for bringing the claims described in the notice, including the limit in section 14.7, stop running.

14.3 Binding arbitration

If we cannot resolve a dispute informally, it will be decided by binding arbitration, not in court, except as sections 14.4 and 14.5 allow. This covers any dispute arising from or relating to these Terms or the Services, including whether a dispute must be arbitrated. **You and we give up the right to have a dispute decided in court, except as sections 14.4 and 14.5 allow, and the right to a jury trial (section 14.6).**

- JAMS administers the arbitration under its Streamlined Arbitration Rules and Procedures or, if a claim or counterclaim is for more than $250,000, its Comprehensive Arbitration Rules and Procedures, in each case as in effect when the arbitration starts, together with its minimum standards for consumer arbitrations (the JAMS Consumer Minimum Standards) where they apply. One arbitrator decides the dispute.
- Dallas, Texas is the legal seat of the arbitration. Hearings are held by video, by phone or on written submissions. A hearing is held in person only if you and we both agree.
- JAMS's rules decide who pays its fees and the arbitrator's fees. Where its consumer minimum standards apply, we pay the fees they require us to pay. Each side pays its own attorneys' fees unless applicable law allows the arbitrator to award them.
- The arbitrator may award the same individual relief a court could, and must follow these Terms and the law. The arbitrator's decision is final, and judgment on the award may be entered in any court having jurisdiction.

14.4 No class actions

You and we may bring claims against each other only individually, not as a plaintiff or class member in a class, collective, consolidated or representative proceeding. The arbitrator may not combine more than one person's claims or preside over any class or representative proceeding. Despite section 14.3, only a court may decide whether this section 14.4 is valid or enforceable.

If a court finally decides that this section 14.4 cannot be enforced as to a particular claim or remedy, that claim or remedy (and only that one) is severed from the arbitration and must be brought in the state or federal courts located in Dallas County, Texas. It may not proceed in class arbitration. All other claims stay in individual arbitration, and the court case on the severed claim or remedy waits until the arbitration is finished.

14.5 Court cases

Either of us may bring:

1. an individual claim in a small claims court that has jurisdiction over it, as long as it stays there and stays individual;
2. a case for temporary emergency relief, such as a temporary restraining order or preliminary injunction, to keep things as they are or prevent irreparable harm before or while an arbitration is pending. The arbitrator decides the merits of the dispute and any permanent relief; and
3. a case to compel arbitration or to confirm, enforce, modify or set aside an arbitration award.

These cases (other than a small claims case filed in another court that has jurisdiction, and a case to confirm, enter judgment on or enforce an award, which may be brought in any court having jurisdiction), a claim or remedy severed under section 14.4, and any claim a court finally decides is not subject to arbitration must be brought in the state or federal courts located in Dallas County, Texas, and you and we agree to those courts' jurisdiction.

14.6 Jury trial waiver

TO THE FULLEST EXTENT THE LAW ALLOWS, YOU AND WE EACH WAIVE ANY RIGHT TO A JURY TRIAL IN ANY DISPUTE ARISING FROM OR RELATING TO THESE TERMS OR THE SERVICES THAT PROCEEDS IN COURT RATHER THAN IN ARBITRATION, INCLUDING A SMALL CLAIMS CASE, A CASE FOR TEMPORARY EMERGENCY RELIEF, A CASE TO COMPEL ARBITRATION OR TO CONFIRM OR ENFORCE AN AWARD, A CLAIM OR REMEDY SEVERED UNDER SECTION 14.4, AND ANY CLAIM FOUND NOT TO BE SUBJECT TO ARBITRATION.

14.7 Time limit

A claim must be brought within two years after it arises, unless the law requires a longer period. This limit is paused while section 14.2's informal resolution period runs, as that section describes.

15. Email and electronic notices

When you use our forms or email us, you agree that we may reply and send you notices by email, and that electronic notices and records meet any legal requirement that they be in writing. We send our newsletter only if you ask for it.

16. Changes to these Terms

When we change these Terms, we update the effective date at the top. Changes apply from that date. If you keep using the Services after a change, the new terms apply to you. A change to section 14 does not apply to a dispute that either of us knew of before the change took effect, or that arises from events that happened before then. Such a dispute stays under the version of section 14 in effect before the change.

17. General

These Terms, with the documents they incorporate under section 1, are the whole agreement between you and us about the Services, and replace any earlier terms for the Services. If a court finds part of them unenforceable, the rest stays in effect. If we do not enforce a right, we have not given it up. You may not transfer your rights under these Terms; we may transfer ours to a buyer of our business. Neither of us is liable for delays caused by events beyond reasonable control.

18. California users

Under California Civil Code Section 1789.3, California users are entitled to the following notice. If a complaint about the Services is not resolved to your satisfaction, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

19. Contact

Questions about these Terms go to legal@itbroker.com, or by mail to:

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United States