



## TERMS OF USE

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Please carefully read these Terms of Use before using the Website and Services or creating a user account ("**Account**"). These Terms of Use exempt Sylogist and other persons from liability, specify the jurisdiction for the resolution of disputes and contain other important provisions.

**BY USING THE WEBSITE OR USING ANY OF OUR OTHER SYLOGIST SERVICES, YOU ACKNOWLEDGE AND SIGNIFY THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN YOU MAY NOT USE THE WEBSITE OR ITS SERVICES.**

Throughout this Website, we provide you with access to a variety of resources, including developer tools, download areas, communication forums and product information (collectively "**Services**"). The Services, including any updates, enhancements, new features, and/or the addition of any new web properties, are subject to these Terms of Use. If you purchase any product or service from Sylogist, the terms of use for those products and services, including software, will be set forth in a separate contract between you and Sylogist.

### 1. Your Acceptance of These Terms

These Terms of Use are a binding agreement between you and Sylogist regarding your access to and use of the Website and Services. Each time you use the Website, you signify your unconditional acceptance and agreement, without limitation or qualification, to the most current version of these Terms of Use. If you do not unconditionally accept and agree to these Terms of Use, then you may not use the Website.

In these Terms of Use, a reference to the "**Website**" includes all of the Website's content (including all text, graphics, images, video, and other elements available on or through the Website) and the design, structure, selection, arrangement and look and feel of each element of Website content and the Website as a whole.

### 2. Changes to these Terms of Use

Sylogist may change these Terms of Use (and any other documents referenced in these Terms of Use), including the Privacy Policy at any time and from time to time, with at least sixty (60) days' notice, by posting the changed Terms of Use on the Website.

The changed Terms of Use are effective sixty (60) days after the notice of change is posted on the Website, unless the changed Terms of Use expressly state otherwise. It is your responsibility to check the "Last Updated" date at the bottom of these Terms of Use and review any changes since the previous version. By using the Website after these Terms of Use have been changed by Sylogist, you signify your unconditional acceptance and agreement to be bound by the changed Terms of Use. You may not change these Terms of Use.

### 3. Permitted Users

The Website may be used only by individuals (natural persons) who are the age of majority (which in most jurisdictions is either 18 or 19 years) in the jurisdiction in which they live and are capable of forming a binding contract under applicable law. You may not use the Website if: (i) you do not accept and agree to these Terms of Use; (ii) you have breached these Terms of Use; or (iii) your permission to use the Website has been suspended or terminated by Sylogist.

Sylogist may not make the Services available in all markets and jurisdictions, and may restrict or prohibit use of the Services from certain jurisdictions. If you are registering to use the Services on behalf of a legal entity, you represent and warrant that: (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf.

### 4. Permitted Use of the Website

Subject to these Terms of Use and all applicable laws, you may use the Website for your lawful, personal use for non-commercial purposes only, only in the manner purposefully made available by the Website and subject to these Terms of Use and all applicable laws. Use of the Website for any other purpose or in any other manner is strictly prohibited.

### 5. Registration, Accounts and Security

If any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also may choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Any personal information you supply will be subject to our Privacy Policy. When you create an Account, you agree to: (a) create a strong password that you do not use for any other website or online service; (b) provide current, accurate and complete information, and to keep such information updated; (c) maintain and promptly update your Account information; (d) maintain the security of your Account by protecting your password and restricting access to your Account; and (e) promptly notify us if you discover or otherwise suspect any security breaches related to your Account; and (f) you will log out the Website by taking proper steps at the end of every visit.

You are responsible for all activities that occur under your Account and accept all risks of any authorized or unauthorized access to your Account, to the maximum extent permitted by law. You will not use any Account other than your own, or access the Account of any other User at any time, or assist others in obtaining unauthorised access. You may not open more than one Account at a time. You may not authorize others to trade using your Account nor will you trade on behalf of others using your Account.

If there is any suspicious activity related to your Account, we may, but are not obligated to, request additional information from you. You must comply with these security requests, or accept termination of your Account.

## 6. Termination and Suspension

You may close your Account at any time. Upon notice to you, Sylogist may close or temporarily suspend your Account, prohibit access to the Website or any part thereof, if Sylogist believes you are in breach of these Terms or any other requirements of Sylogist for the use of the Services, for technical reasons, infringing the intellectual property, using the Services for any illegal purposes, contractual or privacy rights of any third party, pursuant to any judicial or law enforcement order or request, any other illegal or tortious acts, or for any reason in Sylogist's discretion.

## 7. No Advice

The Website is for general informational purposes only, and is not, and should not be construed or interpreted as, professional advice or recommendations (including legal, financial, investment or other professional advice). It is your responsibility to obtain appropriate advice suitable to your particular circumstances from a qualified professional before acting or omitting to act based on any information obtained on or through the Website.

## 8. No Solicitation/Offering

The Website is not intended to be (and should not be construed or interpreted as) a solicitation or offering of any securities in any jurisdiction. The information on or available through the Website is not intended to modify, qualify, supplement or amend any information disclosed by Sylogist under any corporate or securities laws of any jurisdiction, and should be not used for the purpose of making any investment decision.

## 9. Linked Sites

For your convenience, the Website may provide links or references to Internet sites or resources operated by independent persons (collectively "**Linked Sites**"). Activating a link may cause your browser to leave the Website and connect with the Linked Site. Linked Sites are independent from the Website and may have different or inconsistent terms of use and privacy policies. Sylogist does not sponsor or endorse, or have any responsibility or liability for or control over, any Linked Site, any information, product, service, business, company or content available on or through any Linked Site or the collection of your personal information through any Linked Site or by the owner or operator of any Linked Site. Your use of a Linked Site and your dealings with the owner or operator of a Linked Site are at your own risk, and you will not make any claim against Sylogist arising from, connected with, or relating to your use of any Linked Site, your dealings with the owner or operator of any Linked Site or any information, product, service, business, company or content available on or through any Linked Site.

## 10. Electronic Notices

Email messages sent over the Internet are not secure and Sylogist is not responsible for any damages incurred by the result of sending email messages over the Internet.

You consent to receiving all notices, communications, agreements, documents, receipts, notices and disclosures (collectively, "**Notices**") that Sylogist provides in connection with your Account or use of the Services in electronic form. Notices may be provided by email to the address provided by you, by posting on the Website, or other methods from time to time. You are responsible for maintaining any Notices you receive.

## 11. EXCLUSION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL SYLOGIST GROUP BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR LIABILITY (INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES) ARISING FROM, CONNECTED WITH OR RELATING TO YOUR USE OF, OR INABILITY TO USE, THE WEBSITE, SERVICES OR ANY RELATED MATTER, UNDER ANY THEORY (INCLUDING CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OF LAW), REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING FUNDAMENTAL BREACH OR GROSS NEGLIGENCE) BY OR ON BEHALF OF SYLOGIST GROUP, EVEN IF OTHER REMEDIES ARE NOT AVAILABLE OR DO NOT ADEQUATELY COMPENSATE YOU OR ANY OTHER PERSON FOR THE LOSS, DAMAGE AND LIABILITY, AND EVEN IF SYLOGIST GROUP KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF THE LOSS, DAMAGE OR LIABILITY BEING INCURRED.

WITHOUT LIMITING THE GENERALITY OF THE PREVIOUS PARAGRAPH, SYLOGIST'S LIABILITY TO YOU IN CONNECTION WITH THESE TERMS OF USE, THE WEBSITE AND SERVICES, SHALL NOT, IN THE AGGREGATE, EXCEED AN AMOUNT EQUAL TO THE FEES PAYABLE TO SYLOGIST UNDER YOUR ACCOUNT DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY.

IN THESE TERMS OF USE, "**SYLOGIST GROUP**" MEANS SYLOGIST AND EACH OF ITS CORPORATE AFFILIATES AND SUBSIDIARIES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SHAREHOLDERS, DISTRIBUTORS AND REPRESENTATIVES, JOINTLY AND SEVERALLY.

## 12. Indemnity

You agree to indemnify, defend and hold the Sylogist Group harmless against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including reasonable legal fees) arising from or in any way related to your use of the Website, Services, your breach of these Terms, your Transactions, or your violation of any rights of any other person or entity.

## 13. Privacy Policy

The Website collects information that you specifically and knowingly provide, and uses technological measures to collect information about your use of the Website. By using the Website, you consent to the collection, use, disclosure and retention of your personal information by or on behalf of Sylogist as explained in the Sylogist Privacy Policy, as revised from time to time, and as otherwise permitted by applicable law.

## 14. Data Collected from Site Visitors

We may use cookies to collect information about site users and site activity, and we may use this information to target advertisements on other sites. Third-party vendors, including Google, use cookies to serve ads based on past visits to our website. A cookie does not identify you personally or contain any other information about you or your organization, but it does identify your computer. The information collected allows us to analyze how users use the site and to track user interests, trends and patterns, thus allowing us to deliver more relevant site content and advertisements to users. For more information on our use of cookies please see our Privacy Policy.

## 15. Feedback

If you give any feedback (including any ideas or suggestions for enhancements or improvements) about the Website or Services, or any of Sylogist's products or services to Sylogist, then Sylogist and its suppliers and licensors and their respective successors, assigns and licensees may use and commercialize the feedback in any and all ways and for any and all purposes without providing any compensation or attribution to you or any other person. Sylogist or any of its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans or new product names. Please do not send any original creative artwork, samples, demos, or other works. The sole purpose of this policy is to avoid potential misunderstandings or disputes when Sylogist's products or marketing strategies might seem similar to ideas submitted to Sylogist. You may submit complaints in writing to [privacyofficer@sylogist.com](mailto:privacyofficer@sylogist.com).

## 16. Documents on this Website

Permission to use documents (such as white papers, press releases, datasheets and FAQs) from the Services is granted, provided that (1) the below copyright notice appears in all copies and that both the copyright notice and this permission notice appear, (2) use of such documents from the Services is for informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and (3) no modifications of any documents are made. Accredited educational institutions, such as K-12, universities, private/public colleges, and state community colleges, may download and reproduce the documents for distribution in the classroom. Distribution outside the classroom requires express written permission. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

## 17. Additional Prohibited Uses

You will not: (a) use the Website in any manner or for any purpose except as expressly permitted by these Terms of Use; (b) attempt to circumvent the ordinary navigational structure, technical delivery systems or display of the Website or attempt to access or use the Website by any means that is not deliberately made available for that purpose by Sylogist; (c) use or attempt to use another User's Account; (d) use the Website in a way that interferes with or disrupts the security, integrity, functionality, operation or performance of the Website or any related computer system, network or data; (e) use the Website or Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Website or Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner; (f) license, sublicense, grant, sell, resell, lend, rent, lease, loan, share, transfer, assign, pledge, copy, reproduce, distribute, imitate, publish, republish, translate, repost, publicly display, publicly perform, transmit, distribute, create any interest in, commercially exploit, or otherwise give or make available or permit access or use of the Website to or for the benefit of any other person, whether as a service bureau or otherwise, and with or without charge; (g) index, crawl, catalogue, mirror, frame, scrape, cache, or otherwise collect or mine data from the Website for any purpose whatsoever, using any technologies, tools or methods (including robots, spiders, crawlers, or other automatic devices, programs or methodologies) whatsoever; (h) alter, violate, circumvent, conceal, modify or remove any notices (including proprietary rights notices), proprietary codes or locks, means of identification, digital rights tools or management information, technological protection measures, security or control measures, or agreements on, in or in relation to the Website; (i) develop any third party applications that interacts with the Website or Services; or (j) authorize, permit, assist, encourage or enable any other person to do any of the foregoing or to use the Website in a way that would constitute an infringement of the rights of Sylogist or a breach of these Terms of Use if it were done by you. The foregoing restrictions do not apply if and to the extent, but only to the extent, that the restrictions are prohibited by applicable law.

## 18. Ownership of Website

Copyright © 2018 Sylogist, all rights reserved. The Website and the technologies and data used to operate the Website and all related proprietary rights (including copyright) are owned solely by Sylogist and its licensors and are protected by Canadian and international intellectual property laws. You will not acquire any right, title or interest in, to or associated with the Website or any related technologies and data.

## 19. Trademarks

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## 20. DISCLAIMERS

**GENERAL DISCLAIMER:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE IS MADE AVAILABLE AND PROVIDED TO YOU ON AN “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS AND WITHOUT ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING ANY REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE OF OR RELATING TO ACCURACY; COMPLETENESS; TIMELINESS; LACK OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS; FITNESS FOR A PARTICULAR PURPOSE; MERCHANTABILITY; NON-INFRINGEMENT OR RESULTS; ALL OF WHICH ARE HEREBY WAIVED BY YOU AND DISCLAIMED BY SYLOGIST GROUP TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW; AND NO REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE WILL BE CREATED BY ANY ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, PROVIDED BY OR ON BEHALF OF SYLOGIST GROUP. IF YOU ARE DISSATISFIED WITH THE WEBSITE, YOUR SOLE REMEDY IS TO STOP USING THE WEBSITE.

## 21. Restrictions/Changes/Termination

The Website may contain technologies that restrict or limit the use of the Website. Sylogist in its discretion may change, suspend or terminate the Website, or limit, suspend or terminate your use of the Website, effective immediately at any time and without any notice or liability to you or any other person. The Website may be interrupted or unavailable from time to time, including for maintenance or due to causes beyond the control of Sylogist, all without any notice or liability to you or any other person.

If your permission to use the Website is terminated for any reason, then these Terms of Use will continue to apply and be binding regarding your access to and use of the Website before termination and all related matters (including any related dispute).

## 22. Governing Law

These Terms of Use and the Website and all related matters are governed by, and will be construed and interpreted solely in accordance with, the laws of the Province of Alberta, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws that would lead to the application of the laws of any other jurisdiction.

## 23. CASL and GDPR Compliance

We make every effort to comply with the Canadian Anti-Spam Legislation. You may unsubscribe from receiving commercial electronic messages from us at any time by clicking on the Unsubscribe email link. If you are a resident of the European Union and have questions about our compliance with the General Data Protection Regulation, or wish to access your personal information please contact our Privacy Officer [privacyofficer@sylogist.com](mailto:privacyofficer@sylogist.com).

## 24. Disputes

Except as expressly set out below, and unless applicable law requires otherwise, all disputes, controversies and claims arising under, out of, in connection with, or in relation to these Terms of Use or the Website or any related matter (each a “**Dispute**”) will be referred to and finally resolved by binding arbitration administered by ICDR Canada in accordance with its Canadian Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be Calgary, Alberta. The language of the arbitration will be the English language. If ICDR Canada is not operative, the arbitration will proceed ad hoc and be governed by the *Arbitration Act* (Alberta).

Notwithstanding the foregoing, Sylogist may commence legal proceedings against you in the courts of any jurisdiction seeking injunctive relief (or similar urgent legal remedies) to enforce these Terms of Use or to protect Sylogist’s rights and interests.

You will commence legal proceedings regarding a Dispute within twelve (12) months after the Dispute arises, after which time any and all legal proceedings by you regarding the Dispute will be forever barred. Any shorter time limit provided by law remains unaffected.

## 25. General Matters

**Miscellaneous:** These Terms of Use are binding on you and your heirs, executors, administrators, successors, permitted assigns and personal representatives. These Terms of Use are for the benefit of Sylogist Group. No consent or waiver by Sylogist to or of any breach by you of these Terms of Use will be effective unless in writing and signed by Sylogist or will be considered to be a consent to or waiver of a continuing breach or any other breach by you. The rights and remedies of Sylogist Group under these Terms of Use are cumulative and not exhaustive or exclusive of any other rights or remedies to which Sylogist Group may be lawfully entitled under these Terms of Use or at law, and Sylogist Group may pursue any and all rights and remedies concurrently, consecutively and alternatively. You will not assign or transfer these Terms of Use or any of your rights and obligations under these Terms of Use without the express prior written consent of Sylogist, which consent may be withheld in Sylogist’s discretion. Sylogist may, without your consent, assign its rights and obligations under these Terms of Use. If any provision of these Terms of Use is held by a court or arbitrator of competent jurisdiction to be unenforceable or invalid for any reason, then the provision will be deemed severed from these Terms of Use and the remaining provisions will continue in full force and effect unless as a result of the severance these Terms of Use would fail in their essential purpose.

**Interpretation:** In these Terms of Use: (a) a reference to “**Terms of Use**” refers to these Website Terms of Use as a whole, and not just to the particular provision in which those words appear; (b) headings are for reference only; (c) words importing the singular number only include the plural, and vice versa; (d) “**discretion**” means a person’s sole, absolute and unfettered discretion; (e) “**including**” or “**includes**” means including or includes (as applicable) without limitation or restriction; (f) “**law**” includes common law, equity, statutes and regulations; and (g) “**person**” includes an individual, corporation and any other legal entity.

**Complete Agreement:** These Terms of Use set out the entire agreement between you and Sylogist regarding your use of the Website. These Terms of Use may not be modified except as set out in Section 2. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between you and Sylogist regarding the Website.

**Language:** You and Sylogist have each expressly requested and required that these Terms of Use and all Notices be drawn up in the English language. *Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s’y rapportent soient rédigés en anglais.* Subject to applicable law, any non-English translation of these Terms of Use provided by Sylogist is for convenience only, and if there is a conflict or inconsistency between the English version and a non-English version then the English version will take priority and govern.

If you have any questions or comments regarding these Terms of Use, please contact Sylogist by email to [privacyoffier@sylogist.com](mailto:privacyoffier@sylogist.com).

**IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS OF USE, THEN YOU MAY NOT USE THE WEBSITE OR THE SERVICES.**