

Terms of Use

Purpose

CPAT Flex Inc., a Québec corporation (“CPAT FLEX”), owns and operates the OnPOZCloud web site (the “Site”) and OnPOZCollect Android Mobile app, on which CPAT FLEX provides a service that enables customers (“Customer”, or “you,” “your,” etc.) to perform GIS field data collection on mobile devices and to store “Customer data” (as that term is defined below) in a Cloud environment. Such service, and such software applications collectively and individually being referred to as the “Service”. Your use of the Service is subject to the terms and conditions set forth in these Terms of Service (“Terms” or the “Terms of Service”).

These Terms constitute a legally binding agreement by and between you and CPAT FLEX. By accessing and using the Service, you accept these Terms and agree to the provisions, terms, conditions, and notices contained or referenced herein whether or not you become a registered user. If you do not agree with these Terms, do not use the Service. You also consent to the processing and storage of Customer Data and acknowledge that CPAT FLEX is simply a data processor, as that term is generally defined.

CPAT FLEX acknowledge that each Customer may authorize multiple Members (as defined below) to use the Service under that Customer’s particular Account (as defined below). Access to or use of the Service by you shall cause these Terms and Conditions to be binding upon yourself, the primary Account holder to your respective Account, and all Members under such Account.

Rights Granted

On the condition that you comply with all your obligations under the Terms we grant to each Customer a limited, royalty-free, non-exclusive, non-transferable, terminable right and license to use the Service, which includes downloading, installing, and operating the mobile software application components, all in accordance herewith and with such instructions and documentation as we may post on OnPOZCloud or on CPAT FLEX Web Site or otherwise promulgate from time to time. This license is for the sole purpose of using the Service for its intended purpose as outlined in the Terms. You may not copy, modify, adapt, distribute, sell, lease, or reverse engineer any part of the Service or software.

CPAT FLEX reserve the right to make changes to these Terms at any time without notice to you by posting the changed Terms on the Site or by otherwise making them available to you with reasonable prominence. All changes shall be effective immediately thereupon. Please check these Terms periodically for changes. Your continued use of the Service after the posting of changes constitutes your binding acceptance of such changes.

Using OnPOZCloud

To use the Service, you must register for an OnPOZCloud account (the “Account”). You are solely responsible for any and all activity under your Account.

Your Account supports the addition of other users to collaborate and share Customer Data. Each User within your OnPOZCloud Account may use the Service. Each user must be assigned to a separate User account. Sharing of User accounts between multiple individuals is not permitted.

Using OnPOZCollect

When you register for OnPOZCloud account, you automatically get one (1) Licenses to use the OnPOZCollect mobile app (the “Mobile Licence”). Under the same account you can buy multiple Mobile Licences

Although an account may be shared with several other Users, the number of users using the OnPOZCollect Mobile app simultaneously, must not exceed the number of Mobile Licenses. The fact that the number of users simultaneously using OnPOZCollect exceeds the number of Mobile License would be an illegal use of the service. In such a case, the account will be suspended, and you will have to contact CPAT FLEX Support (onpoz@cpatflex.com) to resolve the issue.

Unacceptable Use

You agree to use the Service responsibly, with good judgment, and in a manner conforming at minimum to prevailing standards for internet etiquette, and you are solely responsible for all acts that occur under your Account. For example and without limitation, while using the Service you agree not to: (i) violate any applicable law or regulation; (ii) infringe the rights of any third party, including, without limitation, intellectual property, privacy, and contractual rights; (iii) use information obtained through the Service for any unauthorized, improper, or illegal purpose; (iv) interfere with or damage the Service, including without limitation through the use of viruses, bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing, forged electronic mail address information, means to reproduce or circumvent the navigational structure or presentation of the Service or its content, or similar methods or technology; (v) use the Service (1) to collect, transmit, distribute, post, or submit any unauthorized personal information concerning any person (including, without limitation, photographs, personal contact information, or numbers of credit, debit, or calling cards or accounts) without their proper consent or (2) to track an individual; (vi) use the Service in connection with the distribution of unsolicited commercial email (“Spam”) or advertisements; (vii) stalk or harass any person; (viii) collect any information about any other user other than as customarily arises in the course of permitted use of the Service; (ix) remove any copyright, trademark, or other proprietary right, notices, or legends contained in the Service; (x) modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile, or otherwise disassemble any portion of the Service or the Site or any software used on or for the Service; (xi) use the Service to collect information about or from minors without proper consent, or (xii) assist or facilitate any third party in doing any of the foregoing. In order to protect the integrity of the Service, we reserve the right at any time in our sole discretion to block users on certain IP addresses from accessing the Site.

Customer Data

For purposes of these Terms of Service, “Customer Data” shall mean data entered into the OnPOZCloud application by you or your Account users.

By entering, submitting, or uploading any Customer Data, you acknowledge, agree, represent, and warrant to CPAT FLEX that: (i) the Customer Data has been collected in compliance with all applicable laws, regulations, and policies; (ii) the Subscriber Content does not contain any confidential or proprietary information that you do not have authority to submit; (iii) you have the right to submit such Customer Data for storage and use or have received all necessary consents and approvals; (iv) you will use the Customer Data in compliance with all applicable laws, regulations, and policies; (v) your use of the Customer Data does not infringe or violate the rights of any third party; and (vi) you are not entitled to any kind of compensation or reimbursement of any kind from CPAT FLEX for your Customer Data. You grant CPAT FLEX the right to delete, remove or disable any Customer Data that we determine does not comply with these Terms of Service.

Unless otherwise specified in any other document executed between you and CPAT FLEX pertaining to specific content, you will continue to own all Customer Data you enter, submit, or upload. You grant CPAT FLEX a royalty-free, worldwide, non-terminable, assignable, right and license to use, copy, and make derivative works of, your Customer Data for the sole purpose of operating the Service.

Customer Data of third parties and other information entered, submitted, or uploaded through the Service by third parties are the property of their respective authors and should not necessarily be relied upon by you for any purpose. CPAT FLEX does not guarantee the accuracy or completeness of any Customer Data on the Service nor do we monitor Customer Data for accuracy. CPAT FLEX takes no responsibility and assume no liability for any Customer Data that you or any other user posts or sends over the Site.

Publicity

CPAT FLEX is happy to have you as a valued customer. You hereby grant EFFIGS a worldwide, non-exclusive, royalty-free, non-transferable license to use your trademarks, service marks, and logos for the purpose of identifying you as a CPAT FLEX customer in order to promote the Service. If you prefer CPAT FLEX not use your name or logo in a particular way, please contact onpoz@cpatflex.com and CPAT FLEX will respect your wishes.

Password

Upon registering for an Account with a valid email address, you will select a password. You are solely responsible for maintaining the confidentiality of your password, and you will not share this information with others. You will ensure that all Users within your Account comply with these Terms. In the event of a breach of your Account or password, you agree to notify CPAT FLEX immediately of any unauthorized use and to comply with our reasonable instructions. We will not be liable for any loss or damage arising from your refusal or failure to comply with this section of the Terms.

Registration and Payments

The Service requires payment. By subscribing to the Service, you agree to be charged on a recurring basis for subscription fees in advance of our providing such Service components to you. The subscription fee is billed on the first day of each billing period, unless or until you cancel your subscription. Fees are payable in advance as billed and are non-refundable unless otherwise stated. We do not refund subscription fees for unused time if you cancel during the middle of a billing cycle.

We are not responsible for any additional bank fees, interest charges, finance charges, overdraft charges, or other fees resulting from charges billed by CPAT FLEX. Currency exchange settlements will be based on agreements between you and the issuer of your credit card or your financial institution.

We reserve the right to modify our fees, but will notify you in advance of increases.

Proprietary Rights

The Customer Data available on the Site are protected by our or third parties' rights of publicity, copyright, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws. You may use the Customer Data the Site for their intended purposes through the ordinary course and scope of the Service and in compliance with these Terms of Service.

You may not use of any of our trademarks in any manner, including as metatags on other websites. You may not display any of the Site in a frame unless done through a supported, built-in feature of the Service (or any of our Subscriber Content via in-line links) without CPAT FLEX express written permission, which

may be requested by contacting CPAT FLEX. You may, however, establish ordinary links to the homepage and other sections of the Site without our written permission.

Third-Party Websites & Services

CPAT FLEX may provide links to third-party websites on the Site. CPAT FLEX has no responsibility or accountability for these third-party websites. A link to another website or service is not an endorsement of that website or service or the information it provides. Your use of any information on third party websites is at your own risk.

This service leverages the Google Maps Platform, the Microsoft Bing Platform an OpenStreetMaps Platform. By using these services, you are bound by their respective terms and conditions of use.

Account Suspension or Cancellation

At CPAT FLEX sole discretion, CPAT FLEX may terminate your access to the Service for any reason or no reason, including, without limitation, your breach of these Terms. If your Account is terminated, your access to the Service may be affected without prior notice. We may immediately deactivate or delete any of your Accounts and all related information and files in such Accounts, and bar any further access to such files or the Service. We may refund unused prepaid fees, but are not obligated to do so. You agree that we will not be liable to you or any third party for any loss or damages of any kind resulting from any termination of your access to the Service. To voluntarily terminate your access to the Service at any time via the Site, simply follow the directions provided on the Site. If for some reason you cannot sign in, you may terminate your Account by sending us written or email notice of termination to onpoz@cpatflex.com

Upon discontinuation or termination, you will no longer have access to your Customer Data.

Security

All systems used to process and store Customer Data will adhere to commercially reasonable security standards. We may process and store Customer Data with a third party in the Canada or any other country in which such third parties maintain facilities.

Privacy

Use of the Service is also governed by our Privacy Policy. By using the Service, you accept and agree to abide by the terms of the CPAT FLEX Privacy Policy.

Customer Service

CPAT FLEX may, but are not obligated to, provide assistance and guidance respecting the Service through its Technical Support services (the "Support"). When communicating with the Support, you may not be abusive, obscene, threatening, harassing, or racially offensive, or otherwise behave inappropriately. If CPAT FLEX feels that your behavior towards any of our representatives is at any time threatening or offensive, CPAT FLEX reserves the right to immediately terminate your access to the Service.

Representations and Warranties

You hereby represent and warrant to CPAT FLEX that: (a) you have the complete right, ability, and authority to enter into and perform under these Terms; and (b) your use of the Service will not violate any of these Terms.

Disclaimers

Acknowledgement

- IF YOU USE THE SERVICE, YOU DO SO AT YOUR OWN AND SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. CPAT FLEX EXPRESSLY DISCLAIM ALL WARRANTIES OF EVERY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- CPAT FLEX DOES NOT WARRANT THAT: (A) THE SERVICE WILL MEET YOUR REQUIREMENTS; (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) ANY SUBSCRIBER CONTENT THAT YOU MAY OBTAIN ON THE SERVICE WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; OR (E) ANY ERRORS IN ANY DATA OR SOFTWARE WILL BE CORRECTED. CPAT FLEX IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS, PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF COMMUNICATION ON ACCOUNT OF TECHNICAL PROBLEMS, OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE OR COMBINATION THEREOF, INCLUDING INJURY OR DAMAGE TO USERS OR TO ANY OTHER PERSON’S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATING OR DOWNLOADING MATERIALS IN CONNECTION WITH THE INTERNET OR IN CONNECTION WITH THE SERVICE. UNDER NO CIRCUMSTANCES WILL WE, OR ANY OF OUR AFFILIATES, OR DISTRIBUTION PARTNERS, BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM ANYONE’S USE OF THE SITE OR THE SERVICE.
- NO DATA, INFORMATION OR ADVICE OBTAINED BY YOU IN ORAL OR WRITTEN FORM FROM CPAT FLEX OR THROUGH OR FROM THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Limitation of Liability

- YOU AGREE THAT CPAT FLEX WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF CPAT FLEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM, RELATING TO, OR CONNECTED WITH: (A) THE USE OR INABILITY TO USE THE SERVICE; (B) THE COST OF REPLACEMENT OF ANY SUBSCRIBER CONTENT STORED OR MANAGED USING THE SERVICE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR SUBSCRIBER CONTENT; (D) STATEMENTS, CONDUCT, OR OMISSIONS OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY ON THE SERVICE; OR (E) ANY OTHER MATTER ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICE OR THESE TERMS.
- CPAT FLEX WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMING UNDER THESE TERMS WHERE SUCH FAILURE OR DELAY IS DUE TO CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING NATURAL CATASTROPHES, GOVERNMENTAL ACTS OR OMISSIONS, LAWS OR REGULATIONS, TERRORISM, LABOR STRIKES OR DIFFICULTIES, COMMUNICATIONS SYSTEMS BREAKDOWNS, HARDWARE OR SOFTWARE FAILURES, TRANSPORTATION STOPPAGES OR SLOWDOWNS, OR THE INABILITY TO PROCURE SUPPLIES OR MATERIALS.
- IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY MATTER ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICE OR THESE TERMS EXCEED THE AMOUNT, IF ANY, THAT YOU HAVE PAID TO US IN CONNECTION HERewith DURING THE THEN IMMEDIATELY PRECEDING 60 DAYS.
- SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS HEREIN MAY NOT APPLY TO YOU.

Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless CPAT FLEX, our subsidiaries, parents, affiliates, and each of our and their directors, officers, managers, members, partners, agents, and employees from and against each and every claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, incurred in connection with any suit or proceeding brought against CPAT FLEX arising out of your use of the Service or alleging facts or circumstances that could constitute a breach by you of any provision of these Terms or any of the representations and warranties set forth above. If you are obligated to indemnify us, we will have the right in our sole and unfettered discretion to control any action or proceeding and determine whether we wish to settle it, and if so, on what terms.

CPAT FLEX agrees to defend, indemnify, and hold harmless each Customer and its Members from and against each and every third party claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, incurred in connection with any suit or proceeding brought against you arising out of any claim that the Service infringes any third party US or Canadian copyright.

Additional Terms

These Terms shall be interpreted in accordance with the laws of the Quebec Province without reference to conflicts of law principles. These Terms contain the entire understanding of the parties regarding their subject matter, and supersede all prior and contemporaneous agreements and understandings between the parties regarding their subject matter. No failure or delay by a party in exercising any right, power or privilege under these Terms shall operate as a waiver thereof. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect. You may not transfer any of your rights under these Terms of Service to any other person. The provisions stated above are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto.

All disputes arising out of or relating to these Terms or your use of the Service will be exclusively resolved in provincial court located in Montreal, Quebec, Canada. Each party hereby irrevocably submits to the personal jurisdiction of such courts.