

Acceptable Use Policy

Last modified: September 29, 2021

Hart Software Inc. (the “**Company**”, “**we**” or “**us**”) provides access to cloud services, software as a service products, software licensing, and other local access software and Internet-related services (the “**Services**”).

This Acceptable Use Policy (this “**AUP**”) governs your access to and use of the Services. We reserve the right to amend, alter or modify your conduct requirements as set forth in this AUP at any time. By using the Services, you accept and agree to be bound and abide by this AUP. If you do not want to agree to this AUP, you must not access or use the Services.

Prohibited Uses

You may use the Services only for lawful purposes and in accordance with this AUP. The following examples of prohibited uses and actions are non-exclusive and are provided for general guidance only. You agree not to use the Services:

- (a) in any way that violates any applicable federal, provincial, territorial, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from Canada or other countries);
- (b) to send, knowingly receive, upload, download, use or re-use any material which violates the rights of any individual or entity established in any jurisdiction;
- (c) to transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letters”, “spam” or any other similar solicitation;
- (d) to impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing); or
- (e) to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Services, or which, as determined by us, may harm the Company or users of the Services or expose them to liability.

Additionally, you agree not to:

- (a) use the Services in any manner that could disable, overburden, damage or impair the Services or interfere with any other party’s use of the Services, including their ability to engage in real time activities through the Services;
- (b) use any robot, spider or other automatic device, process or means to access the Services for any purpose, including monitoring or copying any Services traffic or resources available on the Services;

- (c) use any manual process to monitor or copy any Services traffic or resources available on the Services or for any other unauthorized purpose without our prior written consent;
- (d) use any device, software or routine that interferes with the proper working of the Services;
- (e) introduce any viruses, trojan horses, worms, logic bombs or other software or material which is malicious or technologically harmful;
- (f) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services or any server, computer, database or other resource or element connected to the Services;
- (g) violate, attempt to violate or knowingly facilitate the violation of the security or integrity of the Services; or
- (h) otherwise attempt to interfere with the proper working of the Services.

Content Standards

You agree not to use the Services to upload, send, knowingly receive, download, use or re-use any material which:

- (a) contains any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;
- (b) promotes sexually explicit or pornographic material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (c) infringes any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person;
- (d) violates the legal rights (including the rights of personality, publicity and privacy) of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations;
- (e) is likely to deceive any person;
- (f) promotes any illegal activity or advocates, promotes or assists any unlawful act; or
- (g) involves commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.

Monitoring and Enforcement

The Company, in its sole discretion and without notice to you, will determine whether your conduct is in compliance with this AUP. We have the right to:

- (a) monitor your use of the Services for any purpose in our sole discretion and as we see fit;

- (b) take any action we deem necessary or appropriate in our sole discretion if we believe your conduct violates this AUP, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for the Company;
- (c) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- (d) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services; or
- (e) terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of this AUP.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone who accesses or uses the Services. YOU WAIVE AND HOLD HARMLESS THE COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

Indemnification

You are responsible for use of the Services by any third party who directly or indirectly utilizes the Services provided by us to you, whether or not such use has been authorized by you. You will indemnify and hold harmless the Company from all demands, claims, proceedings, awards, actions, damages, losses, costs, charges and expenses, including legal fees, incurred by or made against the Company, which result from or relate to violation by you of this AUP. You shall give the Company prompt notice of any such demand, claim or proceeding that you are aware of.

Reservation of Rights and Liability

Nothing in this AUP shall be interpreted to limit the Company's rights and remedies in any way with respect to any of the foregoing activities (including, without limitation, our rights or remedies under any agreement between us and you) and we reserve all rights and remedies available to us with respect to such activities at law or in equity. We will not assume liability to you or any other party for failure to enforce the terms of this AUP.

Modifications

This AUP will be revised from time to time without prior notice. You are responsible for frequently reviewing this AUP posted on our website to obtain timely notice of any such changes. Your use of the Services after changes to the AUP are posted on our website will constitute your acceptance of any new or additional terms of this AUP that results from those changes.

Questions

If you have any questions about this AUP, please email the Company at legalnotices@hartsoftware.ca.