



## Contract Terms of Service, "TOS"

This Software as a Service Agreement ("SaaS Agreement") is entered into on the Date of Registration "Effective Date" between the "Service Provider", Schedule101 Inc., a federally incorporated Ontario, Canada, corporation, located at 21 Fentiman Avenue, Suite #4 Ottawa, Ontario, Canada K1S 1T5 and The Registrant ("client") location provided at Sign-Up referred to as the "Client", together to as the "Parties", "Companies" or individually as a "Party" .

### 1. ACCEPTANCE OF TERMS

Schedule101.com provides its service to the client, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to the client.

### 2. MODIFICATIONS TO SERVICE

Schedule101 reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. The client agrees that Schedule101 shall not be liable to the client or to any third party for any modification, suspension or discontinuance of the Service.

### 3. THE CLIENT'S REGISTRATION OBLIGATIONS

In consideration of the client's use of the Service, the client agrees to: (a) provide true, accurate, current and complete information about the client as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If the client provides any information that is untrue, inaccurate, not current or incomplete, or Schedule101 has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Schedule101 has the right to suspend or terminate the client's account and refuse any and all current or future use of the Service (or any portion thereof).

### 4. SCHEDULE101 PRIVACY POLICY

Registration Data and certain other information about the client are subject to our Privacy Policy. To view our Privacy Policy in full [Click Here](#)

### 5. MEMBER ACCOUNT, PASSWORD AND SECURITY

The client will create a password and account designation upon completing the Service's registration process. The client is responsible for maintaining the confidentiality of the password and account, and is fully responsible for all activities that occur under the client's password or account. The client agrees to (a) immediately notify Schedule101 of any unauthorized use of the client's password or account or any other breach of security, and (b) ensure that the client exits from the client's account at the end of each session. Schedule101 cannot and will not be liable for any loss or damage arising from the client's failure to comply with this Section 5.

### 6. MEMBER CONDUCT

The client understands that all information, data, text, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that the client, and not Schedule101, is entirely responsible for all Content that the client uploads, posts, emails, transmits or otherwise makes available via the Service. Schedule101 does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. The client understands that by using the Service, the client may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Schedule101 be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.



**The client agrees to not use the Service to:**

- a. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity or falsely state or otherwise misrepresent the client's affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e. upload, post, email, transmit or otherwise make available any Content that the client does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;
- h. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- j. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- k. intentionally or unintentionally violate any applicable local, state, national or international law,
- l. "stalk" or otherwise harass another; or
- m. collect or store personal data about other users

The client acknowledges and agrees that Schedule101 may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Schedule101, its users and the public.

The client understands that the technical processing and transmission of the Service, including the client's Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

**7. SPECIAL ADMONITIONS FOR INTERNATIONAL USE**

Recognizing the global nature of the Internet, the client agrees to comply with all local rules regarding



online conduct and acceptable Content. Specifically, the client agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which the client resides.

## **8. INDEMNITY**

The client agrees to indemnify and hold Schedule101, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content the client submits, posts, transmits or makes available through the Service, the client's use of the Service, the client's connection to the Service, the client's violation of the TOS, or the client's violation of any rights of another.

## **9. NO RESALE OF SERVICE**

The client agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

## **10. GENERAL PRACTICES REGARDING USE AND STORAGE**

The client acknowledges that Schedule101 may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that messages, schedules or other uploaded Content will be retained by the Service, the maximum number of messages that may be sent from or received by an account on the Service, the maximum size of any message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on Schedule101's servers on the client's behalf, and the maximum number of times (and the maximum duration for which) the client may access the Service in a given period of time. The client agrees that Schedule101 has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. The client acknowledges that Schedule101 reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

## **11. DESCRIPTION OF SERVICE**

Schedule101 currently provides users with access to on-line resources, including various online scheduling abilities, (the "Service"). Unless explicitly stated otherwise, any new features that change or enhance the current Service, including the release of new Schedule101 properties, shall be subject to the TOS. The "Service" will be considered a "lifetime membership". The life of the membership in its duration will be considered ten (10) years or more. Schedule101 will not assume responsibility to maintain or provide service beyond ten (10) years. The client understands and agrees that the Service is provided "AS-IS" and that Schedule101 assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications, data entry or personalization settings.

In order to use the Service, the client must obtain access to the World Wide Web, and pay any maintenance fees associated with such access. In addition, the client must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

## **12. TERMINATION**

The client agrees that Schedule101, in its sole discretion, may terminate the client's password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, if Schedule101 believes that the client has violated or acted inconsistently with the letter or spirit of the TOS, Schedule101 may also at its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. The client agrees that any termination of the client's access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that Schedule101 may immediately deactivate or delete the client's account and all related information and files in the client's account and/or bar any further access to such files or the Service. Further, the client agrees that Schedule101 shall not be liable to the client or any third-party for any termination of the client's access to the Service.



### **13. LINKS**

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Schedule101 has no control over such sites and resources, the client acknowledges and agrees that Schedule101 is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. The client further acknowledges and agrees that Schedule101 shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

### **14. SCHEDULE101 PROPRIETARY RIGHTS**

The client acknowledges and agrees that the Service and any necessary software used in connection with the Service ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. The client further acknowledges and agrees that Content presented to the client through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Schedule101 or advertisers, the client agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

Schedule101 grants members a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that the client does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sub-license, grant a security interest in or otherwise transfer any right in the Software. The client agrees not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. The client agrees not to access the Service by any means other than through the interface that is provided by Schedule101 for use in accessing the Service.

### **15. DISCLAIMER OF WARRANTIES AND NON-INFRINGEMENT.**

THE CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT:

- A. THE CLIENT'S USE OF THE SERVICE IS AT THE CLIENT'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SCHEDULE101 EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- B. SCHEDULE101 MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET THE CLIENT'S REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY THE CLIENT THROUGH THE SERVICE WILL MEET THE CLIENT'S EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- C. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT THE CLIENT'S OWN DISCRETION AND RISK AND THAT THE CLIENT WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE CLIENT COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- D. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE CLIENT FROM SCHEDULE101 OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

### **16. LIMITATION OF LIABILITY**

THE CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT SCHEDULE101 SHALL NOT BE



LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SCHEDULE101 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (1) THE USE OR THE INABILITY TO USE THE SERVICE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF THE CLIENT'S TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

#### **17. EXCLUSIONS AND LIMITATIONS**

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 ABOVE LIMITATIONS OF SECTIONS 15 AND 16 MAY NOT APPLY TO THE CLIENT.

#### **18. NOTICE**

Notices to the client may be made via either email or regular mail. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to the client generally on the Service.

#### **19. TRADEMARK INFORMATION**

Schedule101 and the clients' names and the Schedule101 and clients' logos, trademarks and service marks, and other Schedule101 and clients' logos and product and service names are trademarks of Schedule101 and the clients' respectively. Schedule101 grants the client and the client, Schedule101, permission, to display or use in any positive manner, the Schedule101 marks to the client and the clients' marks to Schedule101. Schedule101 may withdraw from the client and the client, from Schedule101, this right, at any time, without notice and the client will need to comply with the Schedule101 request, and Schedule101, the same, at the client's request within a reasonable timeframe.

#### **20. MUTUAL NON-DISCLOSURE**

The "Parties" hereby agree as follows:

For purposes of this Agreement, "Confidential Information" shall mean any and all non-public information either "Party" has disclosed or may disclose to the other, including but not limited to information related to: production of legal materials, software development and design, business or software architecture, software not yet known to the public, clients or prospective clients, internal communications, events, or meetings, or any other research, development, operations, marketing, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles, materials, algorithms, formulas, specifications, designs, drawings, data, strategies, plans, prospects, know-how and ideas, whether tangible or intangible, and including all copies, analyses and other derivatives thereof.

The Parties agree (i) not to disclose any Confidential Information or any information derived therefrom to any third person, (ii) to keep the Companies' Confidential Information confidential and take all the reasonable precautions to protect the confidentiality of such Confidential Information with the same degree of care with which it protects the confidentiality of its own confidential information, but in no event with less than a reasonable degree of care, and (iii) not to use any Confidential Information for any purpose whatsoever except to advance the legitimate business interests of the Companies' under written or oral instruction of the Companies' authorized officers.

All right, title, and interest in and to the Confidential Information shall remain with the originating Company or its licensors. Nothing in this Agreement is intended to grant any rights to Recipient under any patents, copyrights, trademarks, or trade secrets of Company.



The validity, construction and enforceability of this Agreement shall be governed in all respects by the law of the Province of Ontario. This Agreement may not be amended except in writing signed by a duly authorized representative of the respective Parties. This Agreement shall control in the event of a conflict with any other agreement between the Parties with respect to the subject matter hereof. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

## **21. GENERAL INFORMATION**

The TOS constitutes the entire agreement between the client and Schedule101 and governs the client's use of the Service, superseding any prior agreements between the client and Schedule101. The client also may be subject to additional terms and conditions that may apply when the client uses affiliate services, third-party content or third-party software. The TOS and the relationship between the client and Schedule101 shall be governed by the laws of the Province of Ontario without regard to its conflict of law provisions. The client and Schedule101 agree to submit to the personal and exclusive jurisdiction of the courts located within the Province of Ontario, Canada. The failure of Schedule101 to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. The client agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **22. PRICING, REMITTANCE & "EVERGREEN" CLAUSE**

**The Price List Table ("Pricelist") summarizes published albeit in some cases confidential yet published pricing for select clients only. This annual "Evergreen" Contract renews automatically provided that cancellation is not received, in writing from the client, 90 days prior to "contract renewal date". The "Renewal Date" is defined as the date 12 months after the "Effective Date". First payment is due net 30 after receipt of order "ARO" and subsequent annual payments are due 30 days prior to the "Renewal Date".**