

Terms of Use Agreement for Compliance Sync Incorporated

Welcome to Compliance Sync. By using this website, you are agreeing to comply with and be bound by the following **Terms of Use**, which together with our Privacy Policy govern Compliance Sync Incorporated's relationship with you and your organization.

The term Compliance Sync or "us" or "we" refers to the owner of the website, Compliance Sync Incorporated. The term "you" refers to the user or viewer of our website and the organization which you may represent.

The use of this website is subject to the following **Terms of Use**:

- Use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any services or information available through this website meet your requirements.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- You may not create a link to this website from another website or document without Compliance Sync's prior written consent. Your use of this website and any dispute arising out of such use of the website is subject to the laws of Canada.
- The content of the pages of this website is for your general information and use only. It is subject to change without notice.

Online Subscription Agreement

COMPLIANCE SYNC TERMS OF USE: BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE ENROLMENT PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF COMPLIANCE SYNC'S ONLINE SERVICE, INCLUDING OFFLINE COMPONENTS (COLLECTIVELY, THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICE.

As part of the Service, Compliance Sync will provide you with use of the Service, including a browser interface and data encryption, transmission, access and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the Compliance Sync website incorporated by reference herein, including but not limited to Compliance Sync's privacy and security policies. For reference, a Definitions section is included at the end of this Agreement. In addition, we offer a Compliance Sync Community Membership Registration for FREE with no further obligation.

1. Privacy & Security; Disclosure

Compliance Sync's privacy policies may be viewed at [Privacy Policy](#) Compliance Sync reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. Users will receive Service-related communications from Compliance Sync from time to time. Administrative users will not have the option of opting out from Compliance Sync correspondence, since we may occasionally need to notify all users of important announcements regarding the operation of the Service. If you become a registered User of the Service, you agree that Compliance Sync can disclose the fact that you are a registered User.

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2. License Grant & Restrictions

Compliance Sync hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Compliance Sync and its licensors. You may not access the Service if you are a direct competitor of Compliance Sync, except with Compliance Sync's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.. You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful material, including material harmful to children or in violation of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

3. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, provincial, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify Compliance Sync immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Compliance Sync immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another Compliance Sync user or provide false identity information to gain access to or use the Service.

4. Account Information and Data

Compliance Sync does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not Compliance Sync, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Compliance Sync shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of your breach), Compliance Sync will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. Compliance Sync reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and Compliance Sync shall have no obligation to maintain or forward any Customer Data.

5. Intellectual Property Ownership

Compliance Sync alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Compliance Sync Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Compliance Sync Technology or the Intellectual Property Rights owned by Compliance Sync. The Compliance Sync name, the Compliance Sync logo, and the product names associated with the Service are trademarks of Compliance Sync or third parties, and no right or license is granted to use them.

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6. Third Party Interactions

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. Compliance Sync and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. Compliance Sync does not endorse any sites on the Internet that are linked through the Service. Compliance Sync provides these links to you only as a matter of convenience, and in no event shall Compliance Sync or its licensors be responsible for any content, products, or other materials on or available from such sites. Compliance Sync provides the Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

7. Charges and Payment of Membership Fees

Where applicable, you shall pay all membership fees and charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Payments are due at the time of enrollment or as mutually agreed upon with Compliance Sync. Upon payment membership is valid for a period of one year from the date of enrollment and is subject to an annual renewal fee. Compliance Sync reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All payment obligations are non-cancelable, and all amounts paid are non-refundable. All pricing terms are confidential, and you agree not to disclose them to any third party.

8. Excess Data Storage Fees

The maximum disk storage space provided to you at no additional charge is 10mb per active user or worker. Compliance Sync reserves the right to establish or modify its general practices and limits relating to storage of Customer Data.

9. Billing and Renewal

Where applicable, Compliance Sync will issue a notice for renewal 30 days prior to expiration of your annual membership. You will retain the sole option and discretion to renew your membership at that time. You will agree to provide Compliance Sync with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, Compliance Sync reserves the right to terminate your access to the Service in addition to any other legal remedies. Unless Compliance Sync in its discretion determines otherwise: (i) entities with headquarters and a majority of users resident in the Canada will be billed in Canadian dollars and subject to Canadian payment terms and pricing schemes ("Canadian Customers"); (ii) entities with headquarters and a majority of users resident in the United States will be billed in U.S. dollars and subject to U.S. payment terms and pricing schemes ("U.S. Customers"); and (iii) all other entities will be billed in Canadian dollars and be subject to Canadian payment terms and pricing schemes at the discretion of Compliance Sync ("Non-Canadian/U.S. Customers"). If you believe your bill is incorrect, you must contact us within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

10. Non-Payment and Suspension

In addition to any other rights granted to Compliance Sync herein, Compliance Sync reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) may be subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. If you or Compliance Sync initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree and acknowledge that Compliance Sync has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

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11. Termination for Cause

Any breach of your payment obligations or unauthorized use of the Compliance Sync Technology or Service will be deemed a material breach of this Agreement. Compliance Sync, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, Compliance Sync may terminate a free account at any time in its sole discretion. You agree and acknowledge that Compliance Sync has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

12. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Compliance Sync represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online Compliance Sync help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

13. Mutual Indemnification

You shall indemnify and hold Compliance Sync, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that Compliance Sync (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Compliance Sync of all liability and such settlement does not affect Compliance Sync's business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim. **Compliance Sync shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless** from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Compliance Sync of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Compliance Sync; provided that you (a) promptly give written notice of the claim to Compliance Sync; (b) give Compliance Sync sole control of the defense and settlement of the claim (provided that Compliance Sync may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to Compliance Sync all available information and assistance; and (d) have not compromised or settled such claim. Compliance Sync shall have no indemnification obligation, and you shall indemnify Compliance Sync pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(s).

14. Disclaimer of Warranties

Compliance Sync and its licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content, Compliance Sync and its licensors do not represent or warrant that (A) The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (B) The service will meet your requirements or expectations, (C) Any Stored data will be accurate or reliable (D) The quality of any products, services, information, or other material purchased or obtained by you through the service will meet your requirements or expectations (E) Errors or Defects will be corrected, or (F) The Service or the Server(s) that make the service available are free of viruses or other harmful components. The service and all content is provided to you strictly on an "AS IS" basis. All conditions, representations, and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by Compliance Sync and its licensors.

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15. Internet Delays

Compliance Sync's services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Compliance Sync is not responsible for any delays, delivery failures, or other damage resulting from such problems.

16. Limitation of Liability

In no event shall either party's aggregate liability exceed the amounts actually paid by and/or due from you in the twelve (12) month period immediately preceding the event giving rise to such claim. In No event shall either party and/or its licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type of kind (including loss of data, revenue, profits, user or other economic advantage) arising out of, or in any way connected with this service, including but not limited to the use or inability to use the service, or for any content obtained from or through the service, any interruption, inaccuracy, error or omission, regardless of cause in the content, even if the party from which damages are being sought or such party's licensors have been previously advised of the possibility of such damages.

17. Additional Rights

Certain provinces, states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

18. Local Laws

Compliance Sync and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside Canada, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries.

19. Notice

Compliance Sync may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in Compliance Sync's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Compliance Sync's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Compliance Sync (such notice shall be deemed given when received by Compliance Sync) at any time by any of the following: letter sent by confirmed facsimile to Compliance Sync at the following **toll free fax number: (877) 493-7854**; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Compliance Sync at the following address:

**Compliance Sync Incorporated
400 Applewood Crescent, Suite 100
Vaughan, ON Canada L4K 0C3**

20. Modification to Terms

Compliance Sync reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

21. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of Compliance Sync but may be assigned without your consent by Compliance Sync to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by

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merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of Compliance Sync directly or indirectly owning or controlling 50% or more of you shall entitle Compliance Sync to terminate this Agreement for cause immediately upon written notice.

22. General

This Agreement, together with any applicable contract, comprises the entire agreement between you and Compliance Sync and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

23. Definitions

As used in this Agreement and in any Registration Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Registration Forms, whether written or submitted online, and any materials available on the Compliance Sync website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Compliance Sync from time to time in its sole discretion; "Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service; "Customer Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed or the date you begin using the Service; "Initial Term" means the contract term, beginning on the contract start date and ending on the contract end date, specified on the applicable Registration Form; "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "License Term(s)" means the period(s) during which Users are using the Service; "Registration Form(s)" means the form evidencing the initial subscription for the Service and any subsequent Registration Forms submitted online or in written form, specifying, among other things, other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Registration Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Registration Form, the terms of this Agreement shall prevail); "Compliance Sync" means collectively Compliance Sync Incorporated, having its principal place of business at Compliance Sync Incorporated, 400 Applewood Crescent, Suite 100, Vaughan, ON L4K 0C3, Canada; "Compliance Sync Technology" means all of Compliance Sync's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by Compliance Sync in providing the Service; "Service(s)" means the specific Compliance Sync features, developed, operated, and maintained by Compliance Sync, accessible via <https://www.ComplianceSync.com> or another designated web site or IP address, or ancillary online or offline products and services provided to you by Compliance Sync, to which you are being granted access under this Agreement, including the Compliance Sync Technology and the Content; "User(s)" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you or by Compliance Sync at your request.

24. Contact Us

If you have questions regarding our Terms of Use Agreement or wish to obtain additional information, please contact us:

- By email at care@ComplianceSync.com
- By phone at 1-844-400-4484 ext. 0
- By mail at Compliance Sync Incorporated, 400 Applewood Crescent, Suite 100, Vaughan, ON L4K 0C3 Canada