



## NotifyBoss Terms and Conditions

This NotifyBoss Customer Agreement (this “Agreement”) contains the terms and conditions that govern your access to and use of our Services (as defined below) and is an agreement between Maxmedia Web Solutions Inc dba NotifyBoss (“NotifyBoss,” “we,” “us,” or “our”) and you or the entity you represent (“you”). This Agreement takes effect when you use any of the Services (the “Effective Date”). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

Maxmedia Web Solutions Inc may include terms and conditions within your NotifyBoss License Agreement (ALT) that can supersede this agreement, always review your ALT for terms and conditions as well.

Please refer to our Privacy Policy for information on how we collect, use and disclose personally identifiable information from users of our Services. Our Privacy policy can be found at <https://notifyboss.com/privacy-policy>.

**1. Your notifyboss.com, \*.notifyboss.com login.** If you create or have a login (“account”), you are responsible for maintaining the security of your account and Digital Channels, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You must not describe or assign keywords in your content in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and NotifyBoss may change or remove any description or keyword that it considers inappropriate or unlawful, or otherwise likely to cause NotifyBoss and Maxmedia Web Solutions Inc. liability. You must immediately notify NotifyBoss of any unauthorized uses of your account or any other breaches of security. NotifyBoss will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions. NotifyBoss accounts are single user accounts for a single company only and cannot be used by a group of people. You must create a new account for every new company accessing your instance. For example, one login can't be shared by two or more admin people.

**2. Subscription.** By using our Services, you agree to pay all NotifyBoss Subscription fees indicated for that service. The details of the Subscription including the setup cost and fees, payment term and contract term are all outlined in your NotifyBoss License Term (NLT). Terms are provided as monthly subscriptions only and must be paid upfront, in advance of the following month. Subscription payment is due before the Services can start or are renewed and are billed as set forth in the NLT. NotifyBoss

accounts can be canceled by you at any time with 30 days written notice to NotifyBoss, this does not mean a refund will be given. Fees are not refundable for unused Services within the contract term. Unless you notify NotifyBoss before the end of the applicable subscription period that you want to cancel a Subscription, your Subscription will automatically renew and you authorize us to collect the then-applicable Subscription fee using any credit card or other payment mechanism we have on record for you.

**3. Termination.** If you wish to terminate your Subscription, you must give 30 days written notice to NotifyBoss. You may also terminate this Agreement if we materially breach this Agreement and do not cure our breach (to the extent it may be cured) within 30 days notice of our breach, and in the event we shall refund to you any Subscription fees that you have prepaid for the period after the effective date of termination. NotifyBoss must give 90 days notice to terminate your Subscription unless you materially breach this agreement and fail to cure such breach within 30 days from NotifyBoss's notice to you thereof. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

**4. Professional Services.** Professional Services, for example; translation from the English language into another language, provided by NotifyBoss to you will follow the requirements and detailed outlined in the agreements specific to those services. The payment and timelines will be agreed upon within those documents and NotifyBoss will make all reasonable efforts to meet these timelines. Changes or adjustments to the requirements may affect the timelines and fees associated with the services and will be agreed upon by both parties' in a separate agreement.

**5. Responsibility of Contributors.** If you activate portions of NotifyBoss which allow content to be collected in your account, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), you are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:

- the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
- if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content,

including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;

- you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
- the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
- the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- the Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
- your Digital Channels are not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;
- your Digital Channels are not named in a manner that misleads your readers into thinking that you are another person or company. For example, your website's URL or name is not the name of a person other than yourself or company other than your own; and
- you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by NotifyBoss or otherwise.

By submitting Content to NotifyBoss for inclusion on your Digital Channels, you grant NotifyBoss a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting your Digital Channels. If you delete Content, NotifyBoss will use reasonable efforts to remove it from the Website, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

Without limiting any of those representations or warranties, NotifyBoss has the right (though not the obligation) to, in NotifyBoss's sole discretion (i) refuse or remove any content that, in NotifyBoss's reasonable opinion, violates any NotifyBoss policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the

Website to any individual or entity for any reason, in NotifyBoss's sole discretion. NotifyBoss will have no obligation to provide a refund of any amounts previously paid.

**6. Responsibility of Digital Channel Visitors.** NotifyBoss has not reviewed, and cannot review, all of the material, including computer software, posted to the Digital Channel, and cannot, therefore, be responsible for that material's content, use or effects. By operating the Digital Channel, NotifyBoss does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Digital Channel may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Digital Channel may also contain material that violates the privacy or publicity rights or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. NotifyBoss disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.

**7. Copyright Infringement.** As NotifyBoss asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by NotifyBoss.com violates your copyright, you are encouraged to notify NotifyBoss at your earliest convenience. NotifyBoss will terminate a visitor's access to and use of the Website if, under appropriate circumstances in our sole discretion, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of NotifyBoss or others. In the case of such termination, NotifyBoss will have no obligation to provide a refund of any amounts previously paid to NotifyBoss.

**8. Intellectual Property.** This Agreement does not transfer from NotifyBoss to you any NotifyBoss or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Maxmedia Web Solutions Inc, and it's division of NotifyBoss. NotifyBoss.com. NotifyBoss®, yourwebsiteurl.NotifyBoss.com, the NotifyBoss.com logo, and all other trademarks, service marks, graphics and logos used in connection with NotifyBoss.com, or the Website are trademarks or registered trademarks of NotifyBoss or NotifyBoss's licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any NotifyBoss or third-party trademarks. All data entered into the NotifyBoss Data Management System



remains the property of the respected account holder but that account holder is responsible to gather all content in the event of a termination or cancellation of this agreement.

**9. Changes.** NotifyBoss reserves the right to change or modify any of the terms and conditions contained in this Agreement, or any policy or guideline on this Website, at any time and in its sole discretion. If we do so, we will notify you at the email address you provide in your registration information, if any. If you do not agree with the changes, you can cancel your account with us without further obligation. Unless otherwise specified, any changes or modifications will be effective immediately upon posting of the revisions, and your continued use of our Services after such time will constitute your acceptance of such changes or modifications. You should from time to time review this Agreement and any policies and documents incorporated in them to understand the terms and conditions that apply to your use of our Services. If you do not agree to any amended agreement, you must stop using our Services. If you have any questions about the Agreement, please contact us immediately. NotifyBoss may also, in the future, offer new services and/or features (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement, as amended from time to time.

**10. Warranties and Disclaimer of Warranties.** NotifyBoss uses reasonable administrative, physical and technical safeguards for the protection, confidentiality and integrity of the Services (including any content that you provide us) and your confidential information. The Services are otherwise provided “as is”, and NotifyBoss and its suppliers and licensors hereby disclaim all other warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither NotifyBoss nor its suppliers and licensors make any warranty that the Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain data or services at your own discretion and risk.

**11. Limitation of Liability.** In no event will either party (or our suppliers or licensors) be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to NotifyBoss under this Agreement during the twelve (12) month period prior to the cause of action. NotifyBoss shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not

apply (i) to the extent prohibited by applicable law, (ii) to loss, damage or claims arising from a party's fraud, gross negligence or willful misconduct, (iii) to your indemnity in Section 13, or (iv) to your obligation to pay fees due under this Agreement.

**12. General Representation and Warranty.** You represent and warrant that (i) your use of our Services will be in strict accordance with the NotifyBoss Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, province, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the Canada or the country in which you reside) and (ii) your use of the Services will not infringe or misappropriate the intellectual property rights of any third party.

**13. Indemnification by you.** You agree to indemnify and hold harmless NotifyBoss, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Services, including but not limited to your violation of this Agreement.

**14. Indemnification by us.** We will defend you against any claim, demand, suit or proceeding made or brought against you by a third party (i) alleging that our Services infringe or misappropriate such third party's intellectual property rights or (ii) directly caused by our fraud, willful misconduct or deliberate wrongdoing (each, a "**Claim Against You**"), and will indemnify you from any damages, attorney fees and costs finally awarded against you as a result of, or for amounts paid by you under a settlement approved by us in writing of, a Claim Against You, provided you (a) promptly give us written notice of the Claim Against You, (b) give us sole control of the defense and settlement of the Claim Against You (except that we may not settle any Claim Against You unless it unconditionally releases you of all liability), and (c) give us all reasonable assistance, at our expense. If we receive information about an infringement or misappropriation claim related to the Services, we may in our discretion and at no cost to you (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching our warranties in this Agreement, (ii) obtain a license for your continued use of the infringing Service in accordance with this Agreement, or (iii) terminate your subscriptions for the infringing Service upon 30 days' written notice and refund you any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from your content, or your use of the Services in violation of this Agreement or applicable law.

**15. Miscellaneous.** This Agreement constitutes the entire agreement between NotifyBoss and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of NotifyBoss, or by the posting by NotifyBoss of a revised version in accordance with this Agreement. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Services and all disputes, claims or other matters arising from or relating to your use of the Services will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The proper venue for any disputes arising out of or relating to any of the same will be courts situated in the City of Toronto, Province of Ontario and you submit to the jurisdiction of such courts. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; NotifyBoss may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns. The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, have been and shall be drawn up in the English language only. Les parties reconnaissent avoir convenue que la présente convention ainsi que tous documents, avis et procédures judiciaires qui pourront être exécutés, donnés ou intentés à la suite des présentes ou ayant un rapport, direct ou indirect, avec la présente convention soient rédigée en anglais.

## Definitions

“**API**” means an application program interface.

“**Content**” means software (including machine images), data, text, audio, video, images or other content.

“**Digital Channel**” means any destination of your digital content, for example a website, mobile site, mobile app, kiosk, or anywhere your content is pushed or pulled from APIs and NotifyBoss.



**“Documentation”** means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications for the Services, as such documentation may be updated by us from time to time.

**“End User”** means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Content; or (b) otherwise accesses or uses the Services under your account. The term “End User” does not include individuals or entities when they are accessing or using the Services or any Content under their own NotifyBoss Account, rather than your account.

**“Privacy Policy”** means the privacy policy currently referenced at <http://NotifyBoss.com/privacy-policy>, as it may be updated by us from time to time.

**“Services”** means any service we provide to our Customers. This includes Professional Services, Support, the NotifyBoss Content Management System, NotifyBoss Hosting, any associated APIs, and any other product or service we provide.

**“Subscription”** means any agreement to use any ongoing Services that include software licensing, website hosting, support plans, and/or any ongoing products or professional services we provide.

**“Your Content”** means Data you or any End User (a) run on the Services, (b) cause to interface with the Services, or (c) upload to the Services under your account or otherwise transfer, process, use or store in connection with your account.