



SECUREPARK TECHNOLOGIES, INC.

Terms of Service

Updated as of January 1st, 2020

Thank you for using SecurePark. Please read through these Terms of Service and our [Privacy Policy](https://securepark.io/privacy) (<https://securepark.io/privacy>) carefully, as use of our Service requires you to agree to both.

If you have any questions regarding the Terms, you may contact us by email at support@securepark.io

1. Your Agreement with SecurePark

Your (the “Customer”, “You, or “Your”) use of the SecurePark Technologies Inc. (“We”, “Us”, or “SecurePark”) Service is governed by this agreement (the “Terms”). The “Service” means the services SecurePark makes available include our web sites (<http://securepark.io>), our blog, our API(s), mobile applications and any other software, sites, and services offered by SecurePark in connection to any of those.

PLEASE NOTE THAT IF YOU SIGN UP FOR SERVICES USING AN EMAIL ADDRESS FROM YOUR EMPLOYER OR ANOTHER ENTITY, THEN (A) YOU WILL BE DEEMED TO REPRESENT SUCH PARTY, (B) YOUR CLICK TO ACCEPT WILL BIND YOUR EMPLOYER OR THAT ENTITY TO THESE TERMS, AND (C) THE WORD “YOU” IN THESE TERMS WILL REFER TO YOUR EMPLOYER OR THAT ENTITY.

In order to use the SecurePark Services, you must first agree to the Terms. If you have a quote from SecurePark, you understand that if you sign the quote and return it to SecurePark, it becomes an order form (“Order Form”) and through it, you acknowledge and agree that you will have access to the Services set forth in the Order Form and such access is governed by these Terms. If you do not have a quote from SecurePark, if you do not submit an Order Form to SecurePark or if you use the Services without signing your quote or Order Form, you understand and agree that SecurePark will treat your use or continued use of the SecurePark Services as acceptance of the Terms from that point onward and that you agree that these Terms govern any of the Services that you access or use..

You may not use the SecurePark Services if you are a person barred from receiving the SecurePark Services under the laws of Canada, the United States or other countries, including the country in which you are resident or from which you use the SecurePark Services. You affirm that you are over the age of 18, as the SecurePark Services are not intended for children under 18. You affirm that you are a human, as account creation through computer automated methods is strictly not permitted.

We may make changes to the Terms at any time. You may reject the changes made by terminating Your account. You understand and agree that if You use the Service after the date on which the Terms have changed, SecurePark will treat Your use as acceptance of the updated Terms.

You agree your purchases of SecurePark Services are not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by SecurePark or any of its affiliates regarding future functionality or features.

2. Your Account and Use of the SecurePark Services

You must provide accurate and complete registration information any time You register to use the SecurePark Services. You are responsible for the security of your passwords and for any use of Your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify SecurePark immediately.

Your use of the SecurePark Services must comply with all applicable laws, regulations and ordinances, including any laws regarding privacy or any laws the export of data or software.

You agree not to engage in any activity that interferes with or disrupts the Service. You may not allow multiple people to use the same account or otherwise access the SecurePark Service in a manner intended to avoid incurring fees.

3. Service Policies and Privacy

The Service shall be subject to the Privacy Policy for the Service available at <https://securepark.io/privacy> ("Privacy Policy"), which are hereby expressly incorporated into the Terms of Service by reference. You agree to the use of Your data in accordance with the SecurePark Privacy Policy.

You agree that you will protect the privacy and legal rights of the End Users of your application. You must provide legally adequate privacy notice and protection for End Users. If End Users provide you with user names, passwords, or other login information or personal information, you must make the users aware that the information will be available to your application and to SecurePark.

4. Fees for Use of the SecurePark Services

Subject to the Terms, the SecurePark Services may be provided to you without charge up to a 30 day "trial" period, unless otherwise specified in an Order Form. Usage after the "trial" period requires your purchase of additional resources or services.

You will pay SecurePark the fees in advance for the use of the Services. You will pay all fees on or before the first day of the month in which SecurePark will provide the Services. You will pay to SecurePark all fees for SecurePark provided equipment and consumables (hardware, paper, etc) at the time SecurePark first processes the Order Form. For any other purchased resources and services, we will either charge your credit card on a monthly basis on or before the first day of the month in which SecurePark will provide the resources or

services or invoice You at the interval indicated in your Order Form, if different. All Payments are non-refundable. There will be no refunds or credits for partial months of Service, upgrade/downgrade refunds, or refunds for months unused with an open account. Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). Charges are exclusive of taxes, levies, or duties imposed by taxing authorities.

You are responsible for paying all such taxes, levies or duties, and all reasonable expenses and attorneys fees SecurePark incurs collecting late amounts. Charges are solely based on SecurePark's measurements of your use of the SecurePark Services, unless otherwise agreed to in writing.

You acknowledge and agree that any credit card and related billing and payment information that you provide to SecurePark may be shared by SecurePark with companies who work on SecurePark's behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to SecurePark and servicing your account. SecurePark may also provide information in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. SecurePark shall not be liable for any use or disclosure of such information by such third parties.

SecurePark reserves the right to discontinue the provision of the SecurePark Services to you for any late payments. We may terminate your access to the Services if you are late in paying the fees for such Services. We may cancel your account and access to all Services if you are late in paying any of your fees

SecurePark may change its fees and payment policies for the SecurePark Services by notifying you at least thirty (30) days before the beginning of the billing cycle in which such change will take effect. Changes to the fees or payment policies will be posted on the website (or such other URL SecurePark may provide from time to time) and such changes will, if so indicated, modify any payment policy set forth in an Order Form. Any outstanding balance becomes immediately due and payable upon termination of the Terms for any reason.

5. Modification and Cancellation of the SecurePark Services

You acknowledge and agree that the form and nature of the SecurePark Services which SecurePark provides may change from time to time without prior notice to you. Changes to the form and nature of the SecurePark Services will be effective with respect to all versions of the SecurePark Services; examples of changes to the form and nature of the SecurePark Services include without limitation changes to fee and payment policies, security patches, added or removed functionality, and other enhancements or restrictions. SecurePark shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

You may terminate these Terms at any time by canceling your account with SecurePark. You will not receive any refunds if you cancel your account. If you cancel the service before the end of Your current paid up month, your cancellation will take effect immediately and you will not be charged again.

You agree that SecurePark, in its sole discretion and for any or no reason, may terminate your account or any part thereof. You agree that any termination of your access to the SecurePark Services may be without prior notice, and you agree that SecurePark will not be liable to you or any third party for such termination. You are solely responsible for exporting any Content you may have entered on the SecurePark Services prior to termination of your account.

6. External Content

The SecurePark Services may include hyperlinks to other web sites or content or resources or email content. SecurePark may have no control over any web sites or resources which are provided by companies or persons other than SecurePark.

You acknowledge and agree that SecurePark is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

You acknowledge and agree that SecurePark is not liable for any loss or damage which may be incurred by you or your End Users as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

7. Content on the SecurePark Services

You understand that all information and content, including but not limited to data files, written text, audio files or other sounds, photographs, videos or other images (collectively, "Content") to which you may have access as part of, or through your use of, the SecurePark Services are the sole responsibility of the person from which such content originated.

By posting Content on or through the SecurePark Service, you warrant that the Content is yours and/or you have the right to use it and grant us the rights and license as provided in these Terms. SecurePark reserves the right (but shall have no obligation) to remove any or all Content from the SecurePark Services. You agree to immediately take down any Content that violates the terms and use of SecurePark Services, including pursuant to a take down request from SecurePark. In the event that you elect not to comply with a request from SecurePark to take down certain Content, SecurePark reserves the right to directly take down such Content or to disable Applications.

You agree that you are solely responsible for (and that SecurePark has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the SecurePark Services and for the consequences of your actions (including any loss or damage which SecurePark may suffer) by doing so.

You agree that SecurePark has no responsibility or liability for the deletion or failure to store any Content and other communications maintained or transmitted through use of the Service. You further acknowledge that you are solely responsible for securing and backing up your Applications and any Content.

SecurePark retains the right to use or distribute any “Aggregated Data” generated by customers and users through use of SecurePark Services. “Aggregated Data” pertains to records that have been stripped of information that could potentially identify SecurePark Service users, and which have been formatted to provide generalized and anonymous information.

8. License from SecurePark and Restrictions

Subject to and conditioned upon your acceptance of these Terms, SecurePark gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by SecurePark as part of the SecurePark Services as provided to you by SecurePark. This license is for the sole purpose of enabling you to use and enjoy the benefit of the SecurePark Services as provided by SecurePark, in the manner permitted by the Terms.

You may not (and you may not permit anyone else to): (a) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the SecurePark Services or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by SecurePark, in writing (e.g., through an open source software license); or (b) attempt to disable or circumvent any security mechanisms used by the SecurePark Services or any applications running on the SecurePark Services.

You may not use the Service in any manner that could damage, disable, overburden or impair our servers or networks, or interfere with any other users’ use or enjoyment of the Service. You may not attempt to gain unauthorized access to any of the Service, member accounts, or computer systems or networks, through hacking, password mining, or by any other means.

You may not remove any notices of copyright, trademark, or other proprietary rights contained on or accessible through the SecurePark Service or in any content or other material obtained via the SecurePark Service. You may not use any robot, website search/retrieval application, or other automated device, process, or means to access, retrieve or index any portion of the Service. You may not attempt to defeat any security or verification measure relating to the SecurePark Service.

You may not use the SecurePark Service for commercial purposes not permitted under these Terms. You may not create user accounts through automated means or under false or fraudulent pretenses. You may not provide or use tracking or monitoring functionality, or collect or store personal data pertaining to other users in connection with the prohibited activities described in connection with the Service.

9. Proprietary Rights

You acknowledge and agree that SecurePark (or SecurePark’s licensors) own all legal right, title and interest in and to the SecurePark Services, including any intellectual property rights which subsist in the SecurePark Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

SecurePark acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you create, submit, post, transmit or display on, or through, the SecurePark Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with SecurePark, you agree that you are responsible for protecting and enforcing those rights and that SecurePark has no obligation to do so on your behalf.

10. License from You

SecurePark claims no ownership or control over any Content which you create or upload through the Service. You retain copyright and any other rights you already hold in the Content, and you are responsible for protecting those rights, as appropriate. By submitting, posting or displaying the Content on or through the SecurePark Services you give SecurePark a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute such Content for the sole purpose of enabling SecurePark to provide you with the SecurePark Services.

You may choose to or we may invite you to submit comments or ideas about the SecurePark Services, including without limitation about how to improve the SecurePark Services or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place SecurePark under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

You agree that SecurePark, in its sole discretion, may use your trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, customer lists, financial reports and Web site listings (including links to your website) for the purpose of advertising or publicizing your use of the SecurePark Services.

11. Integrations

SecurePark may make available through the SecurePark Services additional features, functionality, and services offered by its third-party partners (“Integrations”). The Integrations form part of the Services and your use of Integrations is subject to these Terms.

By using, subscribing to or purchasing an Integration, you grant SecurePark permission to share your Content, and user information with the third party owner of the Integration as necessary in order to provide you the Integration.

12. Disclaimer of Warranties

IF YOU ACCESS THE SERVICE, YOU DO SO AT YOUR OWN RISK. WE PROVIDE THE SERVICE “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE.” WE MAKE NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES ABOUT THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING ALL

STATUTORY WARRANTIES, WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES THAT THE SERVICE IS MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE EFFECTIVE, RELIABLE OR ACCURATE OR WILL MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF INFORMATION PROVIDED BY ANY OTHER USERS OF THE SERVICE OR ANY OTHER DATA OR INFORMATION PROVIDED OR RECEIVED THROUGH THE SERVICE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SECUREPARK MAKES NO WARRANTIES ABOUT THE INFORMATION SYSTEMS, SOFTWARE AND FUNCTIONS MADE ACCESSIBLE BY OR THROUGH THE SERVICE OR ANY SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION. SECUREPARK DOES NOT WARRANT THAT THE SERVICE WILL OPERATE ERROR-FREE, THAT ERRORS IN THE SERVICE WILL BE FIXED, THAT LOSS OF DATA WILL NOT OCCUR, OR THAT THE SERVICE OR SOFTWARE ARE FREE OF COMPUTER VIRUSES, CONTAMINANTS OR OTHER HARMFUL ITEMS. UNDER NO CIRCUMSTANCES WILL BAREMETRICS, ANY OF OUR AFFILIATES, DISTRIBUTORS, PARTNERS, LICENSORS, AND/OR ANY OF OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE SERVICE.

13.Exclusion of Warranties

Nothing in these terms, shall exclude or limit SecurePark's warranty or liability for losses which may not be lawfully excluded or limited by applicable law.

You expressly understand and agree that your use of the SecurePark service is at your sole risk and that the SecurePark services are provided "as is" and "as available."

SecurePark, its subsidiaries and affiliates, and its licensors make no express warranties and disclaim all implied warranties regarding the SecurePark services, including implied warranties of merchantability, fitness for a particular purpose and non-infringement. Without limiting the generality of the foregoing, SecurePark, its subsidiaries and affiliates, and its licensors do not represent or warrant to you that: (a) your use of the SecurePark services will meet your requirements, (b) your use of the SecurePark services will be uninterrupted, timely, secure or free from error, and (c) usage data provided through the SecurePark services will be accurate.

14.Limitation of Liability

You expressly understand and agree that SecurePark, its subsidiaries and affiliates, and its licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or any other intangible loss.

15. Indemnification

You agree to hold harmless and indemnify SecurePark, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners (collectively “SecurePark and Partners”) from and against any third party claim arising from or in any way related to (a) your breach of the Terms, (b) your use of the SecurePark Services, (c) your violation of applicable laws, rules or regulations in connection with the SecurePark Services, or (d) your Content, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys’ fees, of every kind and nature. In such a case, SecurePark will provide you with written notice of such claim, suit or action.

16. General Legal Terms

The Terms, including the Privacy Policy and any Order Form(s), constitute the whole legal agreement between you and SecurePark and govern your use of the SecurePark Services (but excluding any services which SecurePark may provide to you under a separate written agreement), and completely replace any prior agreements between you and SecurePark in relation to the SecurePark Services.

There are no third party beneficiaries to these Terms. The parties are independent contractors, and nothing in these Terms creates an agency, partnership or joint venture.

If SecurePark provides you with a translation of the English language version of these Terms, the English language version of these Terms will control if there is any conflict.

You agree that SecurePark may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the SecurePark Services. By providing SecurePark your email address, you consent to our using the email address to send you any notices required by law in lieu of communication by postal mail.

You agree that if SecurePark does not exercise or enforce any legal right or remedy which is contained in the Terms (or which SecurePark has the benefit of under any applicable law), this will not be taken to be a formal waiver of SecurePark’s rights and that those rights or remedies will still be available to SecurePark.

SecurePark shall not be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.

Neither party may assign any of its rights or obligations under these Terms, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign the entirety of its rights and obligations under these Terms, without consent of the other party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party’s sole remedy for any purported assignment by the other party in breach of this

paragraph shall be, at the non-assigning party's election, termination of your use of the SecurePark Services upon written notice to the assigning party.