

TimeWellScheduled Terms of Use

PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT

CAREFULLY. BY CLICKING “I Agree”, AND/OR BY USING THE

TimeWellScheduled SERVICE OR SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, EVEN IF YOU HAVE NOT READ THEM. IT IS IMPORTANT TO READ THIS ENTIRE AGREEMENT. IN PARTICULAR, IT CONTAINS PROVISIONS THAT MAY LIMIT YOUR RIGHTS, SUCH AS THE “License” and “Limited Warranty” SECTIONS.

1. These are the terms and conditions under which you may use **TimeWellScheduled** (the “Service”) as it may exist from time to time – *[description of service]* – which is provided by **TimeWellScheduled** (“Provider”). The Service may require the installation of software on your computer. This agreement governs your use of both the online service and such software.
2. **Copyright** Copyright © 2016 **TimeWellScheduled** All rights reserved. The Service is owned by and copyrighted by Provider and its suppliers and contains trade-marks of Provider or others. You may not reproduce any part of the Service. Unauthorized use of the Service may violate copyright, trade-mark and other laws.
3. **Term** You may use the Service for so long as you pay the required fees to the Provider, or until the Provider terminates your use of the Service as provided for herein.
4. **License:** TimeWellScheduled hereby grants to the Customer a non-exclusive, non-transferable license to use the Service on the terms contained herein. The Customer will not: (a) except to sublicense to its direct franchise operations - reproduce, sell, rent, assign, lease, sublicense, distribute, serve third parties, market or commercially exploit, in any way, except as provided in this Agreement the Service or any component thereof; (b) use the Service for anything other than for its own internal use; (c) use the Service except as authorized herein; (c)

remove, modify or obscure any watermark or any copyright, trademark or other proprietary rights notices that appear on the Service; or (d) use the Service for purposes prescribed by **TimeWellScheduled** from time to time, including without limitation: illegal or inappropriate purposes; sending spam; perpetration of security breaches; hacking; privacy breaches; fraudulent activity; distribution of viruses or other harmful code; transmission, distribution or storage of any material protected by copyright, trade-mark, trade secret or other intellectual property right without proper authorization or rights, or material that is infringing, obscene, defamatory, fraudulent, untruthful, disrespectful, discriminatory, or abusive; any unauthorized access, alteration, theft, corruption or destruction of files, data, transmission facilities or equipment; or to interfere with any other person's use and enjoyment of **TimeWellScheduled**'s services.

5. **Fees:** Customer will pay fees as agreed on service sign-up, plus applicable taxes. TimeWellScheduled may change any fees payable under this Agreement, after the first 18 months of this contract, by giving at least 60 days written notice in advance. Such notice will include a commercial justification for the price increase. **Late payments will be subject to interest of two percent (2%) per month compounded monthly (equivalent to a yearly interest rate of 26.86%).**
6. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE COPYRIGHT HOLDERS OR ANYONE DISTRIBUTING THE SOFTWARE BE LIABLE FOR ANY DAMAGES OR OTHER LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.
7. **Authentication** Access to the Service requires a logon ID and password **[MBOS: Access to the Service requires a valid Google Apps account. As an**

added security, TimeWellScheduled also provides two factor authentication (Yubikey)]. It is your responsibility to protect that information, including using effective passwords that are not easily guessed or discoverable, and keeping usernames and passwords confidential.

8. **Acceptable Use** You are responsible for all activity you conduct using the Service. You will not use the Service for purposes prescribed by Provider from time to time, including without limitation: illegal or inappropriate purposes; sending spam; perpetration of security breaches; hacking; privacy breaches; fraudulent activity; distribution of viruses or other harmful code; transmission, distribution or storage of any material protected by copyright, trade-mark, trade secret or other intellectual property right without proper authorization or rights, or material that is infringing, obscene, defamatory, fraudulent, discriminatory, or abusive; any unauthorized access, alteration, theft, corruption or destruction of files, data, transmission facilities or equipment. Provider does not routinely monitor individual use of the Service, but may in its discretion terminate the access of offending users.

9. Ownership: All patent, copyright, trade-mark, trade secret, source code, internet domain, and other intellectual and intangible property rights relating to the Service are the sole and exclusive property of TimeWellScheduled. TimeWellScheduled acquires no ownership or use rights to any information placed on the Service by the Customer.

10. Training and Support: Basic training material for end users of the Service is available online. Support consists of online self-service help, which the Customer will make reasonable efforts to utilize first, and if needed, e-mail support as outlined on the website.

11. **Termination** Provider, in its sole discretion and without prior notice, may terminate your use of the Service, for any reason, including, without limitation, providing the Service, or any part thereof, with or without notice (a) Customer fails to pay fees when due; (b) Customer fails to comply with any provision of this

Agreement or uses the Service beyond the scope described herein; (c) Customer attempts to assign, sub-license, or otherwise transfer any of its rights under this Agreement without the consent of TimeWellScheduled; or (d) Customer files an assignment in bankruptcy or is or becomes bankrupt and/or insolvent, upon the appointment of a receiver for all or substantially all of the property or assets of the Customer, upon the making of any assignment or attempted assignment for the benefit of creditors or on the institution by Customer of any act or proceeding for the winding up of its business. TimeWellScheduled may terminate this Agreement by giving at least twelve months' notice if it decides to stop offering the Service to customers generally, or to customers in certain jurisdictions. The Customer may terminate this Agreement at any time by providing TimeWellScheduled with at least thirty days' notice.

12. **Limited Warranty** Provider will use reasonable efforts to keep the Service operational on a continuing basis, but does not warrant that the Service is error free, that it will operate without problems or without interruption.
13. All promises made by Provider are contained in this agreement. No promises implied by law (whether described as warranties, conditions, representations, or otherwise, and whether relating to merchantability, fitness, non-infringement, or otherwise) apply. You cannot collect any damages from Provider for any reason (whether under legal theories of contract, tort, negligence, strict liability, operation of law or otherwise) that are not direct damages or exceed the amount paid by you to Provider hereunder for the Services for a 6 month period.
14. Provider relies on these limitations when entering this agreement and setting its fees. They are a fundamental and essential part of our arrangement, and apply even if this agreement has failed in its fundamental or essential purpose or been fundamentally breached.
15. **Governing Law** This Service is governed by the laws of Ontario, Canada, excluding any conflicts of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any legal action

against Provider shall take place in the courts of Ontario. The parties attorn to the non-exclusive jurisdiction of the courts of Ontario.

16. **Privacy** See Providers' [privacy policy](#) which forms part of these terms.

17. **Change Terms** Provider may change these terms by posting notice on its site.

18. **Contact** Contact information is provided at

<https://support.timewellscheduled.com/contact/>