

I'm InTouch Terms of Service

Terms of Service - Please Read Carefully

These 01 Communique Terms of Service ("Terms") set out the basic rights and obligations of both 01 Communique Laboratory Inc. ("01 Communique") and you, a person, company or entity (the "Customer") for the delivery and use of the I'm InTouch service (comprised of both the I'm InTouch technology, the "Service", and enabling software that must be loaded onto the PC to be remotely accessed, the "Service Software"). Customer agrees to be bound by all the terms and conditions of this agreement when you download, install, or use this Service

1. **General.** The Service provides Customer remote access, using the Internet, to a computer that Customer has registered with 01 Communique by installing and running on it, according to the Service specifications, the Service Software. An "always on" connection to the Internet must be connected to the registered computer for Customer to be able to use the Service and any and all Internet access fees are the direct responsibility of the Customer. 01 Communique will make every reasonable effort to ensure that the Service technology is operational and available for a Customer to remotely connect to their registered computer and that the Service Software installed on the registered computer allows a remote access session to take place. We will provide the Service to the Customer in accordance with these Terms: (a) while applicable services and technology exist to deliver the Service; (b) where 01 Communique is permitted by law to provide service; and (c) while the Service continues to be a 01 Communique supported service.
2. **Fees and Payments.** The Customer agrees to pay a subscription fee to use the Service, plus any applicable taxes. Subscription fees are made available on the 01 Communique website and presented to the Customer when electronically subscribing to the Service. Customer electronic subscriptions will continue and renew automatically unless terminated by 01 Communique or Customer notifies 01 Communique to terminate Service or change subscription type. Subscription fees paid are non-refundable. Electronic subscriptions require the Customer to supply a valid credit card with sufficient credit to pay the subscription fee and the Customer acknowledges that all future subscription fees will be charged to this credit card without notice. In the event that a subscription fee cannot be charged against this credit card, the Service will be terminated. 01 Communique reserves the right to change subscription fees, or add new fees or charges, by providing the Customer with advance notice.
3. **Termination of Service.** 01 Communique may terminate the Service in any of these situations. (a) Customer breaches the Terms; (b) Customer does not renew subscription when next subscription payment is due; (c) Customer supplied credit card is invalid or does not have sufficient credit to pay the Service subscription fee; (d) 01 Communique believes that the activity of the Customer during use of the Service is not indicative of normal Customer actions/use and has the potential to put the Service or 01 Communique and its Customers at risk or liability; (e) 01

Communique identifies that the Service Software installed on the registered computer has been altered; (f) 01 Communique suspects that the Customer is using the Service for fraudulent or illegal purposes. Customer may terminate the Service at any time by making a written request of 01 Communique to terminate the Service. No prior notice is required by 01 Communique to immediately terminate the Service.

4. **Rights of Use.** Customer shall not: (i) disassemble, alter, modify, de-compile or otherwise reverse engineer the Service and/or Service Software, or (ii) create derivative works based upon the Service Software, or (iii) rent, lease, sublicense, distribute, transfer, translate, modify or reprogram the Service Software, or (iv) make the Service Software available to others on the Internet or any on-line service, reproduce, copy or allow others to access or use the Service Software without the express written consent of 01 Communique. Furthermore, the Customer agrees to use the Service for the purposes of remote access to their registered computer only and not for any other actions or use that would put the Service or 01 Communique and its customers at risk or liability. All rights not expressly granted in these Terms are reserved to 01 Communique.
5. **Proprietary Rights.** Title to the Service and Service Software remains with 01 Communique. The Service Software is licensed to Customer, not sold, and is protected by Canadian copyright laws, international treaty provisions, and all other applicable national laws.
6. **Change of Terms.** 01 Communique reserves the right to amend these Terms at any time by posting a revised Terms of Service on its corporate website at www.01com.com. Customer accepts the amended terms if Customer continues to subscribe to the Service after posting of the new Terms. Customer understands and agrees that they are solely responsible for periodically reviewing the Terms of Service.
7. **Confidentiality of Customer Records.** Unless a Customer consents in writing or disclosure is pursuant to a legal power, all information kept by 01 Communique regarding the Customer is confidential and may not be disclosed to anyone other than (a) the Customer; (b) a person who (in 01 Communique's reasonable judgment) is seeking the information as the Customer's agent; (c) 01 Communique's employees, agents, contractors and Affiliates, solely for the purpose to fulfill 01 Communique's obligations under these Terms; (d) to the extent required by law, with prior advance written notice. More information on 01 Communique's current Privacy Policy can be found on its corporate website at www.01com.com.
8. **DISCLAIMER OF WARRANTIES. THE SERVICE AND SERVICE SOFTWARE AND ANY ACCOMPANYING DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. 01 COMMUNIQUE DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 01**

COMMUNIQUE DOES NOT WARRANT THAT THE SOFTWARE WILL SATISFY CUSTOMER'S REQUIREMENTS OR THAT IT IS WITHOUT DEFECT OR ERROR OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. YOU UNDERSTAND AND AGREE THAT THE USE OF THE SERVICE IS AT YOUR OWN RISK AND THAT YOU SOLELY ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR LOSS OF DATA FROM YOUR COMPUTER. ANY EXPRESS WARRANTY MADE OUTSIDE OF THESE TERMS IS EXCLUDED AND SUPERCEDED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

9. LIMITATION OF LIABILITY. 01 COMMUNIQUE, OR ITS DISTRIBUTORS, SHALL NOT IN ANY CASE BE LIABLE FOR (A) ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUES, OR FOR LOSS OF COMPUTER PROGRAMS OR DATA, OR FOR INCREASED COST OF OPERATIONS, ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE FORM OF ACTION AND EVEN IF 01 COMMUNIQUE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF; (B) ANY DAMAGES ARISING OUT OF OR RELATING TO EQUIPMENT, SOFTWARE, APPLICATIONS, SERVICES, OR CONTENT PROVIDED BY THE CUSTOMER, USERS OR THIRD PARTIES; (C) SERVICE INTERRUPTIONS, ERRORS, DELAYS OR DEFECTS IN TRANSMISSION; (D) UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF THE CUSTOMER'S OR THIRD PARTIES' INFORMATION, NETWORK OR SYSTEMS BY ANY MEANS, INCLUDING WITHOUT LIMITATION VIRUSES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW CERTAIN EXCLUSIONS OR LIMITATIONS OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY.
10. INDEMNITY. YOU WILL INDEMNIFY AND HOLD 01 COMMUNIQUE AND ITS DISTRIBUTORS HARMLESS AGAINST ANY AND ALL CLAIMS RELATING TO: (A) YOUR UNLAWFUL OR IMPROPER USE OF THE SERVICE AND SERVICE SOFTWARE; (B) YOUR FAILURE TO COMPLY WITH THESE TERMS (C) ANY DAMAGE OR CLAIM CAUSED BY YOUR ACTS OR OMISSIONS, OR ARISING FROM YOUR USE OF THE SERVICE OR SERVICE SOFTWARE.
11. General Provisions. The laws in effect in Ontario, Canada will apply to the Agreement. It is agreed that any lawsuit arising under or relating to this License shall be maintained in the courts of the jurisdiction of Ontario, Canada, wherein 01 Communique conducts its primary business, and under the laws of this jurisdiction.