



## SnapTracker Mobile Application End User License Agreement

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KiSP MAY MAKE CHANGES TO THE APPLICATION OR TO THE SERVICE AT ANY TIME. KiSP MAY MAKE CHANGES TO THE TERMS OF THIS EULA OR TO THE PRIMARY TERMS AT ANY TIME. IF KiSP MAKES ANY CHANGES TO THE APPLICATION, THE SERVICE, THIS EULA OR THE PRIMARY TERMS, WE WILL POST A CHANGE NOTICE ON THE SERVICE AND WE MAY SEND REGISTERED MEMBERS AN EMAIL NOTICE OF THE CHANGE. YOUR CONTINUED USE OF THE SERVICE AFTER SUCH CHANGES HAVE BEEN POSTED MEANS THAT YOU AGREE TO THE NEW TERMS EVEN IF YOU HAVE NOT REVIEWED THEM.

### 1. LICENSE

Provided that you continue to comply with the terms of this EULA, KiSP hereby grants you (i) a limited, non-exclusive and non-transferable right to install and use the Application on one Apple iPad tablet computing device, (ii) a limited, personal, non-exclusive and non-transferable right to use the Service through the Application in accordance with the Primary Terms. KiSP is entitled to refuse, restrict, limit, suspend and/or interfere or interrupt the Application or any part thereof without any notice to you, in order to install a patch, revise, update, replace, repair, improve, and/or upgrade the Application, or for any other reason.

For the purposes of this EULA, “Application” includes any patches, revisions, updates, upgrades or replacements of the Application (the “Revisions”) that may be delivered to you or that you may receive. You also agree that upon the installation of any Revisions, you are only permitted to use the Application as modified by the Revisions.



Notwithstanding the foregoing, nothing herein shall be construed as to obligate KiSP to provide you with any Revisions.

## **2. RESTRICTIONS ON USE OF APPLICATION AND LICENSE**

Your use of the Application and the license granted herein shall be entirely subject to your compliance with the following:

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- (b) You may not distribute, share through any information network, transfer, sell, lease or rent the Application or any part of it to any other person;
- (c) You may not change, alter, modify or create derivative works, enhancements, extensions or add-ons to the Application or any part of it;
- (d) You may not decompile, reverse engineer or disassemble the Application or any part of it; and
- (e) You will at all times comply with, and will not circumvent or attempt to circumvent, any of the restrictions on use set forth anywhere in this Agreement.

## **3. ACCOUNTS**

You may be asked to register with KiSP in order to download, install, copy or use the Application and/or to use the Service. Any such registration will be governed by the Primary Terms.

## **4. DATA CHARGES**

You acknowledge that data charges may be incurred through your use of the Application and you agree that you are responsible for any and all such charges that may be charged to you and that KiSP shall have no liability to you whatsoever in respect of such charges.

## **5. INTELLECTUAL PROPERTY RIGHTS**

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## **6. PRIVACY**

You acknowledge that by registering with KiSP to install the Application, or by installing the Application, KiSP may collect or retain your personal information. KiSP agrees to hold any of your personal information that it collects in accordance with the KiSP Privacy Policy.

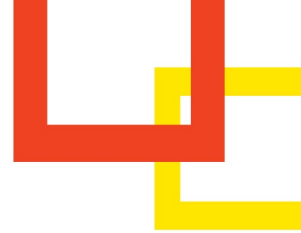
## **7. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ARE INSTALLING AND USING THE APPLICATION AT YOUR OWN RISK. THE APPLICATION AND ALL DATA AND CONTENT PROVIDED THROUGH THE APPLICATION, INCLUDING ANY DATA AND CONTENT PROVIDED THROUGH THE SERVICE ACCESSED VIA THE APPLICATION, IS PROVIDED “AS IS”, “WITH ALL FAULTS” AND WITHOUT WARRANTY, TERM OR CONDITION OF ANY KIND. KiSP EXPRESSLY DISCLAIMS ALL WARRANTIES, TERMS OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A GENERAL OR PARTICULAR PURPOSE.

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## **8. LIMITATION OF LIABILITY**

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## **9. DAMAGES ARISING OUT OF YOUR ACTIONS**

You agree that you will defend and hold KiSP harmless from and against any and all liabilities, damages, costs, expenses or losses arising out of your misuse of the Application, your negligent or wrongful acts, your violation of any applicable laws or regulations, and/or your breach of any provision of this Agreement.

## **10. TERMINATION**

Without prejudice to any other rights, KiSP may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement or the Primary Terms or for any other reason upon delivery of notice. In such event, you must destroy all copies of the Application and all of its component parts and associated documents.

## **11. MISCELLANEOUS**

To the extent that the Primary Terms conflict with the terms of this EULA, the Primary Terms shall prevail.

This EULA shall be construed in accordance with and governed by the laws of the province of Ontario, and the laws of Canada applicable therein.

The failure of KiSP to exercise or enforce any right or provision of this EULA shall not constitute a waiver of such right or provision. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. Such invalid or unenforceable provision(s) shall be replaced by (a) valid and enforceable one(s) which achieve(s) to the extent possible the original purpose of the invalid provision(s).

You agree not to transfer or assign this EULA or any of your rights under this EULA. Any purported transfer or assignment by you in violation of this section is void. Subject to the foregoing, this EULA shall be binding on and inure to the benefit of the parties, their successors, permitted assigns and legal representatives.

The provisions of this EULA relating to intellectual property rights, restrictions on use, disclaimers of warranties, limitations of liability and damages arising out of your actions shall survive termination or expiration of this EULA for any reason. The section titles in this EULA are for convenience only and have no legal or contractual effect.