

# SquareTrade Canada Tech Support

## Full Terms and Conditions

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These Terms are effective as of June 16, 2020.

### PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

These Terms include (a) the below terms and conditions, (b) Company's Privacy Policy available at [www.squaretrade.ca](http://www.squaretrade.ca) (the "Privacy Policy"), (c) any other policies and materials referenced herein, and (d) any services agreement, statement of work and/or purchase order entered into by you and Company with respect to the Services (the "Services Agreements"), each of which is incorporated by reference and as may be amended from time to time (collectively, the "Terms"). These Terms govern your access and use of any technology support services and products provided by or on behalf of SquareTrade Canada, its subsidiaries, affiliates, and contractors (collectively, "Company", "we", "our", or "us") via a website (any such website, the "Site"), telephone, remote control session, certain Software (as defined below) or any other means (such support services are collectively referred to as the "Services"). By accessing, ordering or using the Services, you ("you", "your" and words of similar import mean you or, for Services designed for businesses, the legal entity for whom such Services are provided) and other users of the Services (collectively, "Users") agree to these Terms. If, at your request, Company sends its employees or representatives to your residence, place of business, or other location designated by you and agreed to by Company in order to provide you with Services, then these Terms will govern such provision of Services. If you do not agree to these Terms, you may not access or use the Services.

### 1. Scope of Services

You may initiate the Services via any means made available to you by or on behalf of Company. We will use commercially reasonable efforts to answer your technology question and resolve your technology problem. Depending on the type(s) of Services, Company may provide all or certain portions of the Services via the Site, telephone, remote control session, certain Software, applications via push or SMS notification, online chat, email, on-site or other means, and there may be limitations on the availability of the Services. Please refer to Section 7 (Limitations on Availability of Services) for more information.

Services may be available to you (a) as part of a bundle of other products and services you purchased ("Bundled Services"), (b) on a one-time basis, (c) as an entitlement to access and use the Services more than once over a certain period of time ("Subscription Services") and/or (d) in other forms as may be agreed between you and Company from time to time. If the Services are provided for a fee, please refer to Section 9 (Pricing and Payment) for more information.

Company does not guarantee any results. Company will make commercially reasonable efforts to assist you with your particular service request and to do so within a reasonable time or within the response time applicable to the Services, but there is no guarantee that Company will be able to assist you, nor that a response will be provided within a specific time period. For more information, please refer to Sections 18 (Disclaimer of Warranties) and 19 (Limitations of Liability).

### 2. Representations and Warranties

You represent and warrant to Company that (a) you are at least 18 years old; (b) you have the full right, capacity and authority necessary to legally bind yourself to the Terms, or if you are accepting these Terms on behalf an entity, that you have the full right, capacity, power and authority to bind such entity to these Terms; (c) you have read, agree to, and will comply with the Terms; (d) any information you submit to Company is true, correct, and complete; (e) any payment or credit card information you supply is true, correct, and complete; and (f) you are not on, and are not a national resident of, any Prohibited Party Lists (as defined below).

### 3. Customer Authorizations and Cooperation

You hereby authorize Company to access and take remote control of your computer, tablet, smartphone, television, major appliance, or other device(s) (each, a "Device") as Company deems necessary or advisable for the purposes of providing Services to you, including, as may be required for certain Services, to allow you or Company (on your behalf) to access, download, install, and use Company Software and/or Third Party Software (each such term as defined below, and collectively, "Software").

In connection with delivering the Services, Company may also gather system data, access or modify your Device settings or software, and perform repairs on your Device. By accepting these Terms, you hereby authorize Company to access and take remote control your Device for such purposes.

You acknowledge and agree that you are solely responsible for acquiring and maintaining the Device, Internet and telecommunications services required to access and use the Services. The Services do not include Internet, telephone, wireless, wireline or other connectivity services.

Company may make requests for information or that you take certain actions to enable the provision of the Services, and you agree to cooperate with Company in responding to such requests. Company reserves the right, among other things, to update or change the Software from time to time, and you agree to cooperate in performing such steps as may be necessary to install any updates, corrections or upgrades to the Software.

Company will not be responsible or liable for any unauthorized use of the Software or the Services from your Device or your customer account. Company will also not be responsible or liable for any loss of data or other adverse consequences that may result from your failure to download and install Software when required (including any updates and replacements).

### 4. Compliance with Laws

Access and use of the Services by you or any Users (including, without limitation, any transmission or storage of information) is subject to, and you agree to comply with, applicable local, state, national and international laws and regulations (collectively, "applicable laws"). Applicable laws include, as the case may be, the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach-Bliley Act (GLBA), and other federal

and state privacy laws. You are responsible for giving notice to and obtaining any required consents from any Users regarding Company's collection and use of such Users' information in connection with the Services. You will only make accessible or provide personal data to Company when you have the legal authority to do so and to the extent required for Company to perform the Services.

## 5. Limited Licenses

In connection with delivering the Services, Company may need you or Company (on your behalf) to access, download, install and/or run Software on your Device, including, without limitation, Software that: allows Company to remotely control your Device; provides Device system information to Company which helps diagnose and resolve your technology problem; allows Company to access or modify your Device settings or software; and generally consists of utilities and other tools to improve Device performance and help resolve your technology problem.

You acknowledge and agree that access and use of all Software is subject to these Terms as well as third party license agreements ("**Third Party Software Licenses**") that may appear or be referenced in connection with your access, download, installation and/or use of such Software.

You may not access, download, install or use any Software without agreeing to these Terms and the terms and conditions of any Third Party Software Licenses without modification. You hereby authorize Company to access, download, install and use certain third party software and tools (collectively, "**Third Party Software**") and accept the terms and conditions of any applicable Third Party Software Licenses on your behalf.

Alternatively, Company may instruct you to review and accept such terms if they are agreeable to you. In each case, you acknowledge and agree that it is your responsibility to comply with the terms and conditions of any Third Party Software Licenses. Company makes no warranty that it is an authorized service provider for any Third Party Software or for any computer hardware or other equipment. It is your sole responsibility to determine if you require additional rights for any Third Party Software or for any computer hardware or other equipment, and if so, to acquire such rights. You further acknowledge and agree that certain of the Software may include trial versions that will expire and cease to function after a certain period of time unless you purchase a separate license to continue using such Software. You agree that Company may, but is not obligated to, remove any Software downloaded to your Device during the Services after it has completed or terminated the Services.

With regard to any Software and related end-user documentation (including any corrections, updates and upgrades of the foregoing made available to you) for which your acceptance of a **Third Party Software License** is not required (collectively, "**Company Software**"), you are hereby granted a revocable, non-exclusive, non-transferable license by Company to access and use the Company Software for the duration of the Services provided to you and for the sole purpose of receiving the benefit of such Services.

You may use the Software only in connection with the Services and for no other purpose. Your right to access and use the Software under these Terms will remain in full force and effect unless and until terminated by Company, its third party licensors, providers or suppliers, or any additional **third party** licensors, as applicable. Upon termination of the Services for any reason, you must cease all use of the Software and immediately delete the Software from your Device.

## 6. Registration, Passwords and Security

In order to access or use certain Software or Services, Company may require that you register as a member or user of such Software or Services. During the registration process, you may be asked to designate, or Company may designate for you, a user name and password. You are responsible for maintaining the confidentiality of any password or customer account information you receive from Company and are responsible for all activities that occur using that password or other customer account information. You must provide complete and accurate identification, contact, and other information required as part of the registration process. You must notify Company immediately upon learning of any unauthorized disclosure or use of your password or other customer account information.

## 7. Limitations on Availability of Services

Company reserves the right to refrain from providing any or all aspects of the Services for the following reasons: (a) minimum system requirements for the Services are not met, or technical conditions or customer requirements are beyond the scope of Services as determined by Company; (b) initial testing shows that your Device environment is not suitable for the Services; (c) Services are not available in your time zone or geographic location; (d) Company may not have access to the necessary proprietary information from vendors, manufacturers or developers necessary to assist with a specific technology problem; (e) Services are not available due to system maintenance or Internet service disruptions; (f) Services are not available in the format generally marketed; or (g) Company's ability to provide assistance may be limited by other matters outside of its control, such as software or hardware errors not yet resolved by the applicable hardware or software manufacturer. Company also reserves the right, at any time, without notice or liability, to restrict the use of the Services or limit its time of availability in order to perform maintenance activities or to maintain session control. For more information on modification, suspension, or termination of the Services, please refer to Sections 10 (Modification to Services) and 22 (Term; Termination).

## 8. Restrictions on Use of Services and Software

Your access and use of the Services and the Software is only for your personal or internal business purposes and use on your Device, and not for any commercial purpose or use, including resale or transfer to any third parties. Specifically, only you and, for Services designed for businesses, your employees may be Users and may access and use the Services and the Software. You accept full responsibility and liability for the actions of anyone who accesses or uses the Services through you, with or without your permission.

The Services and the Software contain copyrighted material, trade secrets, trademarks, patented or patentable inventions and/or methods, and other proprietary information owned or licensed by Company or its third party licensors, providers, or suppliers. You may not decompile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Services or the Software (or otherwise reduce the Software to a human readable form), modify, sell, re-sell, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense, distribute, transfer or otherwise make available to third parties, the Services or the Software, or any access or use thereof. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in connection with the Services or the Software. You may not allow manufacturers, suppliers or vendors of your Device, or providers of services relating to such Device, to access or use the Services or the Software.

You agree that the Company Software is the confidential information of Company or its third party licensors, providers or suppliers, which you will not disclose to others or use except as expressly permitted herein. You may not make any copies of the Company Software. You are not granted any title or rights of ownership in the Company Software. You acknowledge that the limited license granted herein to access and use the Company Software is not a sale of intellectual property and that Company or its third party licensors, providers or suppliers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Company Software. Except as otherwise provided herein or with the prior express written consent of Company, you may not, in whole or in part, use, download, upload, print, display, reproduce, publish, license, post, transmit, distribute, or copy any information, data, text, photographs, graphics, video, or other materials made available in connection with the Services or the Company Software ("**Content**") unless: (1) you use the Content solely for personal, informational and non-commercial purposes; (2) you do not remove or alter any Company trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing thereon; and (3) no modifications are made to the Content. Company reserves the right to revoke the authorization to view, download and print the Content available through the Services at any time, and any such use will be discontinued immediately upon notice from Company.

You will not: (a) "mirror" any Content or Software on any other server without Company's prior express written consent; (b) use the Services, the Content or the Software for any illegal purpose; (c) misuse, abuse or make any unauthorized use of any property, network, website, personnel or equipment of Company or its customers, its partners and its suppliers, including but not limited to, interfering with or otherwise disrupting networks connected to the Services and/or the Software; (d) engage in any activities or actions in connection with the Content, the Services and/or the Software that infringe or misappropriate the intellectual property rights of others, including without limitation, any copyright, patent, trademark, trade secret and confidential information; (e) engage in any activities that violate the personal privacy or publicity rights of others; (f) access, monitor or use data, traffic, computers, systems, facilities or networks provided with or accessible from the Services and/or the Software, without proper authorization, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network; (g) send unsolicited commercial messages (e.g., "SPAM"), advertising, informational announcements or communications in any form in connection with the Services and/or the Software; or (h) interfere with the Services, the Software or any system, service, network, or person accessible from the Services or the Software, including, without limitation, deliberate attempts to overload a system by the multiple postings of messages.

The Services are not intended for direct or indirect use in the operation of nuclear facilities, aircraft navigation, communication systems, air traffic control machines or other activities in which the failure of the Services to attain a desired result, or to do so within a certain period of time, could lead to death, personal injury or physical or environmental damage.

## **9. Pricing and Payment**

If the Services are provided for a fee, the fees applicable to your Services will be set forth in relevant Services Agreements or supplied to you during the ordering process, as applicable. Depending on the type(s) of Services, fees may be supplied via the Site, by telephone, or by other means available. Except as otherwise provided in the relevant Services Agreements or supplied to you during the ordering process, the following pricing and payment provisions will apply.

You agree to pay the fees applicable to your Services, as well as any applicable taxes and other charges, including, but not limited to, any activation fees, installation fees, minimum service fees, no-show fees, fail to cancel fees, termination fees, other nonrecurring charges, and set up fees. You also agree to pay any additional charges or fees applied to your billing account for any reason, including, but not limited to, insufficient credit or insufficient funds fees. Regardless of where you are accessing the Services from, you are responsible for all telephone, Internet, and other communication charges relating to such access.

If any portion of your fees is not paid by the relevant due date, Company may charge you a late fee on unpaid balances and may also terminate or suspend your Services without notice. In the event Company utilizes a collection agency or resorts to legal action to recover monies due, you agree to reimburse Company for all expenses incurred to recover such monies, including attorneys' fees.

You acknowledge and agree that Company may retain some of your personal and billing information for billing purposes. You agree to promptly notify Company whenever your personal or billing information changes. You understand that Company relies on the information you supply and that providing false or incorrect information or failing to notify Company of a change of information, may result in Services being withheld or delayed, or in the suspension or termination of the Services.

## **10. Modifications to Services**

Company reserves the right, for any reason, in its sole discretion and without notice to you, to modify, change, suspend, discontinue or terminate any and all aspects of the Services, including the Content, the Software, and any other features and/or availability of the Services, and, except as otherwise provided under Section 22 (Term; Termination), Company will not be responsible or liable to you or to any third party in any such case.

## **11. Privacy; Monitoring of Services**

Your privacy is important to Company. Company will treat your personal information in accordance with its Privacy Policy available at [www.squaretrade.ca](http://www.squaretrade.ca). By accessing or using the Services, you agree to our collection, use and disclosure of your information as outlined therein.

We may, but have no obligation to, monitor and record your access and use of the Services, including telephone calls and online sessions, for purposes of improving customer service, quality assurance, internal training, and internal market research. You hereby grant permission to Company to monitor and record the Services for such purposes.

## **12. Permitted Disclosures**

You acknowledge and agree that Company may access, use, and disclose any information that is accessed in the performance of the Services for any of the following reasons: to comply with applicable laws or pursuant to a court order, lawful subpoena or other valid legal process, based on Company's reasonable judgment that disclosure is legally required; to initiate, render, bill, and/or collect for the Services; to protect Company's rights or property; or to protect users of Company's services, Company's websites, and other persons or entities from fraudulent, abusive, or unlawful use of any aspect of Company's services or websites.

### **13. Security Matters; Data Backup**

You agree that your access and use of the Services, the Software and the Internet is your sole responsibility and is solely at your own risk. You agree that the Internet is not owned, operated or managed by, or in any way affiliated with Company, and Company has no control over and will not be responsible or liable for the information, content or other materials from the Internet, some of which may be offensive, malicious or destructive in nature, which may be accessed through the use of the Services and/or the Software. You further agree that Company does not own or control any of the various facilities and communications lines through which Services and the Software may be provided, nor does Company guarantee access to or through websites, servers or other facilities on the Internet, whether or not such facilities are owned or controlled by Company. You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use, or corrupt the information you transmit or receive over the Internet.

YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING AND BACKING UP ALL INFORMATION, DATA, TEXT, FILES OR OTHER MATERIALS (COLLECTIVELY, "**CUSTOMER DATA**") AND SOFTWARE STORED ON YOUR DEVICE OR OTHER HARDWARE OR STORAGE MEDIA BEFORE ACCESSING AND USING THE SERVICES AND/OR THE SOFTWARE. YOU ARE SOLELY RESPONSIBLE FOR IMPLEMENTING ADEQUATE PROCEDURES TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ACCURACY OF DATA INPUT AND OUTPUT AND FOR MAINTAINING A MEANS EXTERNAL TO THE SERVICES AND THE SOFTWARE FOR THE RECONSTRUCTION OF ANY LOST DATA.

### **14. International Use**

Company may, from time to time, offer access and use of the Services, the Software, and/or promotions to residents of countries other than the United States. You acknowledge that the Services and the Software provided in connection with the Services may be subject to import, export, data transfer or other applicable laws (including the US Export Administration Act and its associated regulations), and any use or transfer of the Software, personal data, or technical information must be in compliance with all such applicable laws.

You agree to comply with all such applicable laws, including completing all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing, or otherwise making available any Software outside the United States. You agree not to use the Services to distribute, transfer, or transmit any Software, personal data, or technical information except in compliance with such applicable laws. None of the Company Software or any underlying information or technology included in the Services may be downloaded or otherwise, directly or indirectly, exported, re-exported, released or otherwise made available to: (a) any country or jurisdiction (or any national resident of such country or jurisdiction) to which the United States has embargoed goods; (b) anyone on the United States Treasury Department's list of Specially Designated Nationals, the United States Commerce Department's Table of Deny Orders, or similar lists from other relevant sanctions authorities; or (c) any country or jurisdiction (or any national resident of such country or jurisdiction) to which such export, re-export, or release is otherwise prohibited by applicable laws (collected, the "**Prohibited Party Lists**").

### **15. Proprietary Rights**

The Services, and the Software and Content provided with the Services, are protected by law including copyright, trademark, service mark, patent or other proprietary rights and laws.

Company is the copyright owner or licensee of the Services, the Software, and the Content, unless otherwise indicated. SQUARETRADE and other marks used or displayed herein or through the Services, the Software or the Content are registered trademarks of Company in the United States and other countries. Other Company marks, graphics, logos, page headers, button icons, scripts noted on Company websites are Company's service marks, trademarks, and trade dress and are the sole and exclusive property of Company.

You agree not to take any action to jeopardize, limit, or interfere in any manner with Company's ownership of or rights with respect to the Services, the Software, and the Content, including, without limitation, using any of Company's service marks, trademarks, and trade dress without the prior express written consent of Company. If you make use of the Services, the Software or the Content, other than as expressly permitted herein, you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use.

Company does not grant any license or other authorization to any of its trademarks, registered trademarks, service marks, other copyrightable material, patents or any other intellectual property by including them with the Services, the Software or the Content. Any rights not expressly granted herein are reserved by Company.

### **16. Third Party Services**

As part of the Services, Company may from time to time deploy (on your behalf) or suggest that you deploy certain third party services. Your use of any such services is subject to, and you agree to comply with, the terms of service of such third party service provider. You agree that the third party service provider is solely responsible for delivery of its services to you and your use thereof. Violation of such third party service provider's terms of service may, in Company's sole discretion, result in the suspension or termination of the Services.

### **17. Links from and to the Site; Other Third Party Services and Software**

Company may refer other third party services and software to you through the Site or otherwise in connection with the Services and/or the Software. Although Company may link or otherwise refer you to such products and services offered by third parties, unless expressly stated otherwise, such references, links and/or displays in no way mean, imply, suggest or constitute any evaluation, endorsement or approval by Company of those merchants or their products or services.

Company does not endorse or accept any responsibility or liability for any third party websites, products, services or information, including, without limitation, the accuracy or reliability of any contents, information, data, opinions, advice or statements made on third party websites. Your dealings with other entities promoted on or through the Site, Services and/or the Software, including payment and delivery of related products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such other entity. You agree that Company will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the promotion of such other entities on the Site or otherwise in connection with the Services and/or the Software. Likewise, any third parties that may refer you to the Services and/or the Software have no responsibility or liability for the Services and/or the Software provided by Company.

You may not provide any type of link to the Site without the prior express written consent of Company. Company reserves the right to deny any such request, rescind any permission previously granted to link to the Site, and to require termination of any such link to the Site, in its sole discretion at any time.

#### **18. Disclaimer of Warranties**

YOUR ACCESS AND USE OF THE SERVICES (WHICH INCLUDES, WITHOUT LIMITATION, ANY ACCESS AND USE OF THE SOFTWARE, THE CONTENT, AND THE SITE), IS AT YOUR OWN RISK AND IS NOT WARRANTED.

YOU ACKNOWLEDGE AND AGREE THAT ALL ASPECTS OF THE SERVICES ARE MADE AVAILABLE AND PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THESE TERMS AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMPANY (TO THE EXTENT SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT OR SOFTWARE), EACH OF COMPANY AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, THIRD PARTY LICENSORS, PROVIDERS, SUPPLIERS, CONTRACTORS, AND PARTNERS, AND ANY DIRECTORS, OFFICERS, EMPLOYEES, SUCCESSORS, ASSIGNS, AGENTS AND REPRESENTATIVES OF ANY OF THE FOREGOING (COLLECTIVELY, THE "**COMPANY PARTIES**") DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR ARISING UNDER STATUTE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, AND INTEGRATION. NO ADVICE OR INFORMATION GIVEN BY ANY COMPANY PARTY WILL CREATE A WARRANTY. NO COMPANY PARTY MAKES ANY WARRANTY THAT (A) THE SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS; (B) THE SERVICES AND THE SOFTWARE WILL OPERATE ERROR-FREE OR PERFORM AT ANY PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE; (C) YOUR ACCESS TO AND USE OF THE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, TIMELY, SECURE AND FREE OF VIRUSES, WORMS, TROJAN HORSES, MALICIOUS CODE, OR OTHER HARMFUL MATERIAL; (D) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (E) THE QUALITY OF ANY PRODUCTS, SERVICES OR INFORMATION OBTAINED OR PURCHASED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS; (F) THE OPERATION OR FUNCTIONALITY OF THE SERVICES WILL BE FREE OF DEFECTS, OR THAT ANY SUCH DEFECTS WILL BE CORRECTED; OR (G) ANY RESPONSE TIMES OR APPOINTMENT TIMES WILL BE MET BY COMPANY PARTIES.

NO COMPANY PARTY MAKES ANY WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING. NO COMPANY PARTY MAKES ANY WARRANTY THAT TRANSMISSIONS WILL BE ERROR-FREE OR WITHOUT INTERRUPTION; THAT ANY SERVERS USED FOR THE SERVICES, AND ANY DATA AVAILABLE FOR DOWNLOADING THROUGH THE SERVICES, WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES, MALICIOUS CODE, OR OTHER HARMFUL MATERIAL; OR THAT COMPANY PARTIES' SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER DATA AND CONFIDENTIAL INFORMATION. COMPANY PARTIES ARE NOT RESPONSIBLE FOR INVALID DESTINATIONS, TRANSMISSION ERRORS, OR CORRUPTION OR SECURITY OF YOUR DATA.

NO COMPANY PARTY MAKES ANY WARRANTY REGARDING ANY TRANSACTIONS EXECUTED USING THE SERVICES OR THE INTERNET, THE CONTENT AND INFORMATION ACCESSED BY USING THE SERVICES, OR ANY WEBSITES LINKED FROM AND TO THE SITE. YOU EXPRESSLY ASSUME ALL RISK AND RESPONSIBILITY FOR USE OF THE SERVICES, THE SOFTWARE AND THE INTERNET GENERALLY. DO NOT USE THE SERVICES OR THE SOFTWARE IN ANY HIGH-RISK ACTIVITIES WHERE DAMAGE OR INJURY TO PERSON, PROPERTY, ENVIRONMENT, OR BUSINESS MAY RESULT IF AN ERROR OCCURS.

NO ADVICE, STATEMENT, GUIDANCE, INFORMATION, OR OTHER CONTENT, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ANY SERVICE TECHNICIAN, ANY THIRD PARTY, THE SITE, OR OTHERWISE IN CONNECTION WITH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

#### **19. Limitations of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY PARTIES WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, LOSS OF GOODWILL OR SAVINGS, DOWNTIME, CORRUPTION OR REPLACEMENT OF PROGRAMS AND DATA, COST OF SUBSTITUTE SERVICES, OR OTHER TANGIBLE OR INTANGIBLE LOSSES), ARISING FROM OR RELATING TO, DIRECTLY OR INDIRECTLY, (A) ACCESS AND USE OF THE SERVICES (WHICH INCLUDES, WITHOUT LIMITATION, ANY ACCESS AND USE OF THE SOFTWARE, THE CONTENT, AND THE SITE), YOUR DEVICE OR ANY OTHER TECHNOLOGY, (B) NEGLIGENT PERFORMANCE OF THE SERVICES, (C) WEBSITES LINKED FROM AND TO THE SITE, AND ANY CONTENT, GOODS AND/OR SERVICES PROVIDED THEREIN, (D) THIRD PARTY SOFTWARE, (E) ANY DECISION MADE OR ACTION TAKEN BY YOU OR ANY USERS IN RELIANCE UPON THE SERVICES OR ANY INFORMATION PROVIDED IN CONNECTION WITH THE SERVICES, AND/OR (F) THE INABILITY TO ACCESS OR USE THE SERVICES, (INCLUDING, BUT NOT LIMITED TO, THE INABILITY TO ACCESS OR USE THE SOFTWARE, THE CONTENT, AND THE SITE), YOUR DEVICE OR ANY OTHER TECHNOLOGY; AND IN THE CASE OF EACH OF THE FOREGOING CLAUSES (A) THROUGH (F), REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, EQUITY, TORT, STRICT LIABILITY OR OTHERWISE), WHETHER DAMAGES WERE FORESEEABLE, AND WHETHER COMPANY PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS OTHERWISE PROVIDED HEREIN, COMPANY PARTIES WILL HAVE NO RESPONSIBILITY OR LIABILITY UNDER ANY CIRCUMSTANCE AT ANY TIME FOR ANY LOSS OR HARM THAT MAY ARISE FROM OR BE RELATED TO THE SERVICES (WHICH INCLUDES, WITHOUT LIMITATION, ANY ACCESS AND USE OF THE SOFTWARE, THE CONTENT, AND THE SITE), INCLUDING, BUT NOT LIMITED TO, (A) ANY LOSS, ALTERATION OR CORRUPTION OF CUSTOMER DATA, YOUR DEVICE, SOFTWARE, OR HARDWARE THAT MAY ARISE OUT OF THE SERVICES, (B) IF CHANGES IN OPERATIONS, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR DEVICE, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE, OR (C) ANY CLAIMS AGAINST YOU BY ANY OTHER PERSON. IF YOUR ACCESS OR USE OF THE SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, COMPANY PARTIES ARE NOT RESPONSIBLE FOR ANY RELATED COSTS.

COMPANY PARTIES' TOTAL LIABILITY, IF ANY, ARISING FROM OR RELATED TO THESE TERMS OR ANY ASPECT OF THE SERVICES, WILL BE, AT COMPANY'S SOLE DISCRETION AND OPTION, TO (A) REPERFORM THE SERVICES, OR (B) REFUND FEES AND CHARGES PAID BY YOU, IF ANY, FOR THE SERVICES GIVING RISE TO A CLAIM, IF ANY. SUCH REMEDY IS YOUR SOLE AND EXCLUSIVE REMEDY, AND YOU AGREE THAT UNDER NO CIRCUMSTANCE WILL COMPANY PARTIES BE LIABLE TO YOU FOR ANY MORE THAN THE GREATER OF (1) WHAT YOU PAID FOR THE SERVICES OR (2) US \$100.00. ANY RIGHTS OR LIMITS STATED HEREIN ARE THE MAXIMUM FOR WHICH COMPANY PARTIES ARE COLLECTIVELY RESPONSIBLE.

ALL LIMITATIONS, DISCLAIMERS AND RIGHTS STATED ANYWHERE IN THESE TERMS FOR THE BENEFIT OF COMPANY ALSO APPLY TO OTHER COMPANY PARTIES, AS THIRD PARTY BENEFICIARIES OF THESE TERMS, WITHOUT PREJUDICE TO ANY LIMITATIONS, DISCLAIMERS AND RIGHTS STATED IN ANY LICENSE OR OTHER AGREEMENT ENTERED INTO BETWEEN YOU AND SUCH THIRD PARTIES IN CONNECTION WITH YOUR USE OF THE SERVICES.

THE DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS WILL APPLY REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, EQUITY, TORT, STRICT LIABILITY OR OTHERWISE), WHETHER DAMAGES WERE FORESEEABLE, AND WHETHER COMPANY PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WILL APPLY SO AS TO LIMIT THE LIABILITY OF ALL COMPANY PARTIES. THE DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS WILL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THESE TERMS.

LAWS IN SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. COMPANY RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST YOU PERTAINING TO YOUR USE OR MISUSE OF THE SERVICES OR FOR YOUR BREACH OF THE TERMS.

## **20. Indemnification**

YOU AGREE TO INDEMNIFY, DEFEND, HOLD HARMLESS AND RELEASE ALL COMPANY PARTIES, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, OF ANY NATURE (COLLECTIVELY, "LOSSES") ARISING IN ANY WAY FROM OR RELATING TO, DIRECTLY OR INDIRECTLY, (A) THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY ACCESS AND USE OF THE SOFTWARE, THE CONTENT, AND THE SITE) OR THE INTERNET (INCLUDING, WITHOUT LIMITATION, ANY PLACEMENT OR TRANSMISSION OF ANY MESSAGE, information, software or other materials on the Internet), (B) CONTROL OVER AND USE OF YOUR DEVICE OR YOUR CUSTOMER ACCOUNT, OR OTHER ACCESS TO THE SERVICES, BY ANOTHER PERSON, WITH OR WITHOUT YOUR PERMISSION, (C) ANY BREACH OF APPLICABLE LAWS, THESE TERMS OR THE TERMS OF ANY APPLICABLE LICENSE AGREEMENT, (D) ACCESS TO OR THE STORAGE OR PROCESSING OF YOUR FILES OR CUSTOMER DATA, (E) RESPONSES TO LITIGATION HOLD REQUESTS AND GOVERNMENT PROCESS CONCERNING YOUR FILES OR CUSTOMER DATA, (F) ANY CLAIM OF MISAPPROPRIATION OR INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, (G) NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT BY YOU OR ANY USERS, (H) PERSONAL INJURY OR DEATH OF ANY PERSON OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY YOU OR ANY USERS.

## **21. Force Majeure**

If Company's ability to render the Services is impaired by circumstances (including, without limitation, strikes or labor actions) beyond the reasonable control of Company, Company may choose not to provide some or all of the Services.

## **22. Term; Termination**

Except as otherwise provided in any Services Agreements, the following term and termination provisions will apply. These Terms will be effective until the earlier of completion of the Services or termination of the Services as expressly permitted hereunder. In the case of Bundled Services, the Services will terminate upon termination of the other products and services you purchased as part of the Bundled Services.

Company may, for any reason and at any time, terminate or suspend your Services (including, without limitation, any access and use of the Software, the Content, and the Site) without notice, including, without limitation, where: (a) Company believes that you have breached the Terms and/or any Software license; (b) Company believes your use of the Services is (i) prohibited by law, (ii) disruptive to or adversely impacts the Services, Company Parties' networks or systems, or the use and enjoyment of services by others, (iii) infringes intellectual property rights, (iv) involves the sharing or publication of threatening, offensive or otherwise inappropriate material or content, or (v) constitutes Spam/email/usenet abuse, a security risk or a violation of privacy; (c) you fail to make any payment for the Services when due; (d) Company Parties become involved in any dispute concerning control of your Device or your customer account, or Company Parties receive an order from a court or government agency to terminate your Services; (e) Company for any reason ceases to offer the Services generally, or to offer the Services in your geographic area; (f) there are any limitations on the availability of Services as described under Section 7 (Limitations on Availability of Services); or (g) there is any other reason to believe that the Services are being used (i) fraudulently or maliciously, (ii) by any person other than you, (iii) for any Device other than a registered system or (iv) unreasonably or excessively. You understand and agree that any Software that is installed as part of any of the Services may cease to operate, update or function properly after termination of the Services.

IN THE EVENT OF ANY TERMINATION OR SUSPENSION OF SERVICES BY COMPANY OTHER THAN DUE TO YOUR ACTS OR OMISSIONS, YOUR SOLE AND EXCLUSIVE REMEDY WILL BE THE REFUND OF ANY PREPAID, UNUSED FEES PAID BY YOU FOR THE APPLICABLE SERVICES FOR THE TIME PERIOD AFTER TERMINATION OF THE SERVICES. IN THE EVENT OF ANY TERMINATION OR SUSPENSION OF SERVICES BY COMPANY DUE TO YOUR ACTS OR OMISSIONS, NO REFUND WILL BE PROVIDED. OTHER THAN PROVIDING A REFUND AS PROVIDED ABOVE, COMPANY WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR TERMINATION OR SUSPENSION OF THE SERVICES FOR ANY REASON. YOU ACKNOWLEDGE AND AGREE THAT UPON TERMINATION, COMPANY MAY IMMEDIATELY DEACTIVATE OR DELETE YOUR CUSTOMER ACCOUNT AND ALL RELATED INFORMATION AND FILES IN YOUR CUSTOMER ACCOUNT AND/OR BAR ANY FURTHER ACCESS TO THE SERVICES.

## **23. Survival**

The provisions of the following Sections, and any other rights or obligations of the parties in the Terms that, by their nature, should survive termination or expiration of the Terms, will survive any expiration or termination of these Terms: Sections 2 (Representations and Warranties), 4 (Compliance with Laws), 5 (Limited Licenses), 8 (Restrictions on Use of Services and Software), 9 (Pricing and Payment), 12 (Permitted Disclosures), 13 (Security Matters; Data Backup), 15 (Proprietary Rights), 17 (Links from and to the Site; Other Third Party Services and Software), 18 (Disclaimer of Warranties), 19 (Limitations of Liability), 20 (Indemnification), 24 (Governing Law), 26 (Notices; Electronic Communications) and 27 (General Information).

#### **24. Governing Law**

These Terms and all related documents, and all matters arising out of or relating to these Terms or the Services, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Delaware, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. You and Company agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms or the Services must be filed within one (1) year after such claim or cause of action arose or be forever barred (unless such limitation is contrary to the public policy of a particular state, in which case the applicable limitation period shall be the shortest limitation period permissible under that state's law).

#### **25. Amendments to the Terms**

Company reserves the right to modify the Terms from time to time. Company will modify these Terms by posting the revised Terms on this webpage. You will use commercially reasonable efforts to review this webpage from time to time to remain aware of all provisions in the current Terms. You agree that your use of the Services after the posted date of any revised Terms constitutes your acceptance of such revised terms.

#### **26. Notices; Electronic Communications**

Notices required under these Terms by you must be in writing to Company's address below and will be deemed given when received by the Company:

SquareTrade Canada  
Attention: Legal Department  
600 Harrison Street  
Suite 400  
San Francisco, CA 94107

Notices by Company to you will be deemed given: (a) when sent to your registered email address, (b) when deposited in the mail and addressed to you at the address maintained in Company's records, or (c) when hand delivered to your home.

Notice of changes to these Terms will be deemed given upon posting of the revised Terms in accordance with Section 25 (Amendments to the Terms).

When you communicate with Company through the Site or other forms of electronic media, such as email, you are communicating with Company electronically. You agree that Company, on behalf of itself and others who may be involved with delivering the Services (as applicable), may communicate electronically by email and/or may make communications available to you by posting them on the Site, and that such communications, as well as notices, disclosures, agreements, and other communications that Company provides to you electronically, are equivalent to communications in writing and will have the same force and effect as if they were in writing and signed by Company.

You understand and agree that (a) the User ID and/or alias of a sender, contained in an email is legally sufficient to verify the sender's identity and the authenticity of the communication, (b) an email sent containing your User ID and/or alias establishes you as its originator and has the same effect as a document with your written signature on it, and (c) an email or any computer printout of it, is a valid proof of the validity of the original content of the electronic communication.

#### **27. General Information**

These Terms constitute the entire agreement between you and Company with respect to the subject matter hereof and thereof and supersedes any and all prior or contemporaneous communications, proposals, representations and agreements between you and Company, whether written or oral. In the event of any conflict between the foregoing terms and conditions, the Privacy Policy, any other policies and materials referenced herein, and any Services Agreements, the documents will control in the following order: (a) the Services Agreements, (b) the Privacy Policy, (c) the foregoing terms and conditions, and (d) any other policies and materials referenced herein. The failure of Company to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, you and Company agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms will remain in full force and effect.

Company may assign or transfer these Terms, in whole or in part, without restriction. You may not assign the Terms or the Services or any of your rights or obligations under the Terms or the Services without Company's prior express written consent. The Terms inure to the benefit of Company Parties. The headings and titles in the Terms are for convenience only and have no legal or contractual effect.