

Terms of Service

The following Terms of Service apply when you use the Accuware Services, including but not limited to API, Dashboard, Website, SDKs, Mobile Apps, Web App, collectively called the “Service”, provided by Accuware Inc. and any of our affiliates (collectively, “Accuware”). Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Service. If you do not agree to these Terms of Service, you may not access or use the Service.

Accuware may terminate your use of the Service and/or take appropriate legal actions if you violate these Terms of Service.

Account and Credentials

Accuware will provide you with an Account (username, password, site ID) which will enable you to access some parts of the Service. Your Account information is to be kept confidential and is not to be published or otherwise made accessible to the general public. If you become aware of any unauthorized use of your Account, you agree to reset its password immediately. Accuware may unilaterally reset your password if it notices unauthorized use.

Use of Service

Subject to these Terms of Service, Accuware grants you a limited, non-exclusive, non-assignable, non-transferable, revocable, worldwide license for Licensee’s commercial use to:

- make calls to the Service to retrieve data from the Service; and
- use, convey, and display the data retrieved from the Service in a manner consistent with the terms of these Terms of Service.

Your permission to use the Service is condition upon your agreement that you will not:

- use the Service in a manner that is inconsistent with applicable law;
- provide inaccurate identification, contact, and other information required as part of the registration process;
- access, tamper, or use any non-public areas of our Service without authorization; and
- interfere or attempt to interfere with the proper functioning of the Service.

Access

Accuware may discontinue, suspend, terminate or block access to this Service at any time in its sole discretion. Accuware has no obligation to compensate you for any discontinuation, suspension, termination or blockage of access to this Service.

Privacy Policy

Accuware respects the privacy of its users. Please refer to our Privacy Policy (<https://www.accuware.com/privacy-policy/>) which explains how we collect, use, and disclose information that pertains to your privacy.

Intellectual Property

Accuware retains all right, title and interest in and to the Service, including, without limitation, software, images, text, graphics, illustrations, logos, service marks, copyrights, photographs, videos, music, and all related intellectual property rights unless explicitly stated otherwise. Except as otherwise provided, you may not, and may not permit others to

- reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of the Service;
- sell, license, sublicense, rent, lease, distribute, copy, publicly display, publish, adapt or edit the Service; or

You may not:

- circumvent or disable any security or technological features of the Service, or attempt to do so;
- reverse-engineer,

You will not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the binary code portions of the Accuware Services (collectively, "Reverse Engineering") or permit or induce the foregoing. If however, directly applicable law prohibits enforcement of the foregoing, you may engage in Reverse Engineering solely for purposes of obtaining such information as is necessary to achieve interoperability of independently created software with the Accuware Services ("Fair Use"), or as otherwise and to the limited extent permitted by directly applicable law, but only if: (a) Reverse Engineering is strictly necessary to obtain such information; and (b) you have first requested such information from Accuware and Accuware failed to make such information available (for a fee or otherwise) under reasonable terms and conditions. Any information supplied to or obtained under this section is confidential information of Accuware, may only be used by Licensee for the purpose described in this section, and will not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Accuware Services.

Dispute Jurisdiction

If you seek to file a legal claim against us, you agree to file and resolve it exclusively in the state of federal court located in Florida, USA. You also agree that the laws of the State of Florida and, to the extent applicable, the laws of the United States of America will govern these Terms of Service, as well as any legal claim that might arise between you and us (without reference to conflict of laws principles). You agree to submit to the personal jurisdiction of, and agree that venue is proper in, the courts located in Florida, in any legal action or proceeding relating to us or these Terms of Service.

Disclaimers

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. WE PROVIDE THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WE EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES OF ALL KINDS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS, BE SAFE, SECURE, UNINTERRUPTED, TIMELY, ACCURATE, OR ERROR-FREE.

Limitation of Liability

THE SERVICE AND THE DATA PROVIDED BY THE SERVICE IS NOT INTENDED TO BE USED IN ANY APPLICATION WHERE HUMAN LIFE OR PROPERTY MAY BE AT STAKE, YOU WAIVE ANY CLAIMS FOR LIABILITY OR INJURY FOR SUCH USE. ACCUWARE WILL NOT BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, REGARDLESS OF WHETHER YOU WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Indemnification

You shall indemnify and hold harmless Accuware from and against all claims and liabilities (including claims by third parties) and costs and expenses (including attorney's fees) incident thereto or incident to successfully establishing the right to indemnification, for injury or death of any person or persons, including your employees, if any, arising out of or in any way relating to your breach of the terms of this License and/or your utilization of the Service, whether or not arising in tort or occasioned by the negligence of Accuware, except to the extent of any obligation, liability, claim or remedy in tort due to the recklessness or willful misconduct of Accuware. Your obligations under this indemnity will survive the expiration, termination, completion or cancellation of these Terms of Service.

Termination

Either party may terminate these Terms of Service at any time for any reason.

Upon the termination of these Terms of Service, you:

- acknowledge and agrees that all licenses and rights to use the Service and data obtained from the Service shall terminate,
- will cease any and all use of the Service, and
- will remove any data obtained from the Service from all hard drives, networks and other storage media and destroy all copies of any data obtained from the Service in your possession or under your control.

You further agree to pay all outstanding fees incurred prior to the termination of these Terms of Service.

The sections titled Dispute Jurisdiction, Disclaimers, Limitation of Liability, Indemnification, and General Provisions shall survive the termination of these Terms of Service.

General Provisions

These Terms of Service are effective January 26, 2018.

These Terms of Service may be updated from time to time for any reason. We will notify you of any changes to our Terms of Service by posting the new Terms of Service here. You are advised to consult this Terms of Service regularly for any changes, as continued use is deemed approval of all changes.

Contact

If you have any questions concerning these Terms of Service, you may contact Accuware at sales@accuware.com.