

## Terms of Service for Mobile App Users

THIS IS AN AGREEMENT BETWEEN YOU (meeScan Mobile App User) OR THE ENTITY THAT YOU REPRESENT (hereinafter “You” or “Your”) AND BINTEC LIBRARY SERVICES INC. (hereinafter “Bintec”) GOVERNING YOUR USE OF meeScan Mobile App.

### Parts of this Agreement

This Agreement consists of the terms and conditions specific to use of meeScan Mobile App .The Terms of Service for Mobile App Users are referred to as the “Terms”.

### Acceptance of the Terms

You must be of legal age to enter into a binding agreement in order to accept the Terms. If you do not agree to the Terms, do not use any of our Services. You can accept the Terms by checking a checkbox or clicking on a button indicating your acceptance of the terms or by actually using the Services.

### Description of Service

Bintec provides an array of services for online collaboration to support your communication with a library circulation system to provide an option of checking in or checking out desired books and/or periodicals and/or other materials available for check in/check out by the specific library. You may use the Services for your personal use assuming you are abiding by specific library rules and regulations. You may connect to the Services using the meeScan app. The meeScan app is free and optional to use.

### Modification of Terms

Bintec may modify the Terms at any time through a service announcement. At least 30 days advance notice of the changes will be provided. You may terminate your use of the Services by deleting the meeScan app. Your continued use of the Service after the effective date of any change to the Terms will be deemed to be your agreement to the modified Terms.

### User Sign up Obligations

You need to activate your subscription via the meeScan app by providing all required information in order to access or use the Services. You agree to provide true, accurate, current and complete information about yourself as prompted by the sign up process.

### Personal Information and Privacy

Personal information you provide to Bintec through the Service is governed by Bintec Privacy Policy. Your election to use the Service indicates your acceptance of the terms of the Bintec Privacy Policy. You are responsible for maintaining confidentiality of your username, password and other sensitive information. You are responsible for all activities that occur in your user account and you agree to inform us immediately of any unauthorized use of your user account by email to [libraries@bintec.ca](mailto:libraries@bintec.ca) or by calling us on any of the numbers listed on [meeScan.com](http://meeScan.com). We are not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise.

### Communications from Bintec

The Service may include certain communications from Bintec, such as email confirmations, service announcements, administrative messages etc. You understand that these communications shall be considered part of using the Services. You will not be able to opt-out from receiving email confirmations, service announcements and administrative messages.

### Fees and Payments

The Services are available free of charge as a part of being a patron of a specific library assuming that the user abide by the library rules and regulations.

### Restrictions on Use

In addition to all other terms and conditions of this Agreement, you shall not: (i) make Services available to any third party; (ii) violate any applicable rules or regulations of the specific library; and (viii) create a false identity to mislead any person as to the identity or origin of any communication.

### Data Ownership

Bintec does not hold any patron's data beyond currently open transaction. Once the transaction is finished, all the data related to the finished transaction will be discarded and no copy will be held on Bintec's servers. The only record of the finished transaction will exist in the library database.

### Trademark

meScan, meeScan logo, the names of individual Services and their logos are trademarks of Bintec Library Services Inc. You agree not to display or use, in any manner, the Bintec trademarks, without Bintec's prior permission.

### Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS. BINTEC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BINTEC MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM BINTEC, ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

### Limitation of Liability

YOU AGREE THAT BINTEC SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER, COMPUTER FAILURE, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF BINTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

### Indemnification

You agree to indemnify and hold harmless Bintec, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to your use of the Services, except where such use is authorized by Bintec.