

## Terms of Service – Subscription Service

THIS IS AN AGREEMENT BETWEEN YOU OR THE ENTITY THAT YOU REPRESENT (hereinafter “You” or “Your”) AND BINTEC LIBRARY SERVICES INC. (hereinafter “Bintec”) GOVERNING YOUR USE OF BINTEC SUITE OF ONLINE BUSINESS PRODUCTIVITY AND COLLABORATION SOFTWARE.

### Parts of this Agreement

This Agreement consists of the following terms and conditions (hereinafter the “General Terms”) and terms and conditions, if any, specific to use of individual Services (hereinafter the “Service Specific Terms”). The General Terms and Service Specific Terms are collectively referred to as the “Terms”. In the event of a conflict between the General Terms and Service Specific Terms, the Service Specific Terms shall prevail.

### 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 General Terms, do not use any of our Services. If you agree to the General Terms and do not agree to any Service Specific Terms, do not use the corresponding Service. 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

We provide an array of services for online collaboration to support patron’s 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. Services may be used for patron’s personal use assuming patron is abiding by specific library rules and regulations. Patron may connect to the Services using the meeScan app for iOS or Android available for a free download.

You may connect to the Services using any Internet browser supported by the Services. You are responsible for obtaining access to the Internet and the equipment necessary to use the Services.

### Modification of Terms of Service

We may modify the Terms upon notice to you at any time through a service announcement or by sending email to your primary email address. If we make significant changes to the Terms that affect your rights, you will be provided with at least 30 days advance notice of the changes by email to your primary email address. You may terminate your use of the Services by providing Bintec notice by email within 30 days of being notified of the availability of the modified Terms if the Terms are modified in a manner that substantially affects your rights in connection with use of the Services. In the event of such termination, you will be entitled to prorated refund of the unused portion of any prepaid fees. 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 sign up for a user account by providing all required information in order to access or use the Services. You agree to: a) provide true, accurate, current and complete information about yourself as prompted by the sign up process; and b) maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, out-dated, or incomplete, or if Bintec has reasonable grounds to suspect that such information is untrue, inaccurate, out-dated, or incomplete, Bintec may terminate your user account and refuse current or future use of any or all of the Services.

## 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. Your patrons are responsible for maintaining confidentiality of patron's 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 [info@bintec.ca](mailto:info@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 service announcements, administrative messages and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide you total privacy, we also provide you the option of opting out from receiving newsletters from us. However, you will not be able to opt-out from receiving service announcements and administrative messages.

## Fees and Payments

The Services are available under subscription plans of various durations. Your subscription will be automatically renewed at the end of each subscription period unless you inform us that you do not wish to renew the subscription. At the time of renewal, the subscription fee will be charged to the Credit Card last used by you and/or the invoice will be issued for payment when not paying by credit card. We provide you the option of changing the details if you would like the payment for the renewal to be made through a different Credit Card. If you do not wish to renew the subscription, you must inform us in writing at least 30 (thirty) days prior to the renewal date. If you have not informed us that you do not wish to renew the subscription, you will be presumed to have authorized Bintec to charge the subscription fee to the Credit Card last used by you or issue an invoice. Renewal notice/reminder will be sent to your organization at least 30 days prior to your renewal date.

From time to time, we may change the price of any Service. Any increase in charges will not apply until the expiry of your then current Initial or Renewal Term. You will not be charged for using any Service you have not agreed to as a part of your paid subscription plan. Price change notice will be sent to your organization at least 60 days prior to the change in price to come into an effect. New price will have to be agreed upon and approved by your organization in order for the service to continue under the new conditions.

## Restrictions on Use

In addition to all other terms and conditions of this Agreement, you shall not: (i) transfer the Services or otherwise make it available to any third party; (ii) provide any service based on the Services without prior written permission; (iii) use the Services in any manner that could damage, disable, overburden, impair or harm any server, network, computer system, resource of Bintec; (vii) violate any applicable local, state, national or international law; and (viii) create a false identity to mislead any person as to the identity or origin of any communication.

## Inactive User Accounts Policy

We reserve the right to terminate unpaid user accounts that are unpaid for a continuous period of 120 days. In the event of such termination, all data associated with such user account will be deleted. We will provide you prior notice of such termination and option to bring the account up to date. The data deletion policy may be implemented with respect to any or all of the Services.

## 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.

## Support and Feedback

Support for the meeScan solution is provided through Bintec's support portal at <http://support.binteclibraryservices.com> or by phone. Every effort is being taken to ensure service availability. Subscription plan provides a 99% service availability guarantee with compensation for periods of unavailability. Standard maintenance is performed without service interruption, typically in the night-time hours. Bintec does not generally advise its customers of these events. In case of planned outage of meeScan service, customers are informed through email. Information about any service unavailability is also published on Bintec's support portal. Bintec will use reasonable efforts to troubleshoot and resolve issues reported by you but does not make any representations or guarantees that Bintec will be able to fully resolve any such issues. Except as provided in this section, Bintec has no obligation to provide additional customer support, technical support, or to provide solutions (e.g., bug fixes to software) to any issues that may arise in your particular use of the Services.

From time to time, Bintec may send you surveys, comment cards, customer satisfaction forms, or other requests to provide feedback. You hereby grant Bintec a perpetual, unlimited, worldwide fully-paid up, royalty free license to use all feedback, answers, ideas, comments, or other information you provide to Bintec.

## Publicity Rights

You agree that Bintec may identify You as a user of the Services in its business deals; press releases; marketing materials; electronic, printed, and broadcast advertising; newsletters; mailings; tradeshow; other promotional materials; on Bintec's website; or any other third-party website where Bintec or its designated agents may promote the Services. You hereby grant Bintec and its agents an irrevocable, perpetual, worldwide, non-exclusive, fully paid-up, royalty-free license (with right to sublicense) to use, reproduce, publish, and display Your name, trademarks, service marks, designs, logos, and symbols in connection with such purpose.

## Trademark

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## 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 OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, 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. IN NO EVENT SHALL BINTEC'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE.

#### **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.

#### **Suspension and Termination**

We may suspend your user account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity or requests by law enforcement or other government agencies. We will also terminate your user account on your request.

In addition, we reserve the right to terminate your user account and deny the Services upon reasonable belief that you have violated the Terms. You have the right to terminate your user account if Bintec breaches its obligations under these Terms and in such event, you will be entitled to prorated refund of any prepaid fees. Termination of user account will include denial of access to all Services, deletion of information in your user account such as your email address and password and deletion of all data in your user account.