

# WirelessKable Inc.

## Terms of Service Agreement



***Effective on December 21, 2020***

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## INTRODUCTION

These terms of service (the "Terms of Service Agreement") govern the use of WirelessKable product **WKC-Lite** (the "Product") and cloud management site **wkc.wirelesskable.com** (the "Site").

The Site is owned and operated by WirelessKable Inc.

By using our Product and Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

**THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.**

## INTELLECTUAL PROPERTY

All content published and made available on our Site is the property of WirelessKable Inc. and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition and/or functionality of our Site.

## ACCEPTABLE USE

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- *Violate the intellectual property rights of the Site owners;*
- *Hack into the Product or unauthorised usage of the Product; or*
- *Hack into the account of another user of the Site; or*
- *Act in any way that could be considered fraudulent.*

If we believe you are using our Site illegally or in a manner that violates these Terms of Service Agreement, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.



## ACCOUNTS

On the first purchase of the Product, you and your organization will be registered on our Site. You will be given an administration account that you will use to manage the Products registered to your organization. You will also be able to create additional accounts and assign usage rights to these accounts for the Products registered to your organization.

Using this Site you agree to the following:

- *You are solely responsible for your administration account as well as any subsequent user accounts you create and the security and privacy of those accounts, including passwords or sensitive information attached to that account; and*
- *All personal information you provide to us through your accounts is up to date, accurate, and truthful and that you will update your personal information and that of your users if it changes.*

We reserve the right to suspend or terminate your accounts if you are using our Site illegally or if you violate these Terms of Service Agreement.

Each device you own is registered to your organization in our database.

The usage rights to your Products are assigned by your organization administrator account.

In case you need to remove or transfer the hardware to a different organization, you need to contact us and we will perform this task for you.

## PRIVACY AND SECURITY

All data transmitted between the Products is encrypted using TLS.

All access to the Site is encrypted using TLS.

All stored account passwords are encrypted and protected.

The Products use two factor authentication methods.



## **SALE OF SERVICES**

These Terms of Service Agreement govern the sale and services available on our Site.

The following services are available on our Site:

Data Traffic and Management for WirelessKable WKC-Lite product family

The services need to be paid for in full when the services are ordered.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

## **THIRD PARTY SERVICES**

Our Site and Products use services from our Cloud Service Provider. We cannot guarantee the quality or accuracy of the services rendered by third parties on our Site.

## **SUBSCRIPTIONS**

Your subscription does not automatically renew. You will be notified before your next payment is due and must authorize that payment in order for your subscription to continue.

## **DATA USAGE**

The amount of data that you subscribe to is on the purchase agreement of your subscription.

We provide data usage metrics on the Site.

Exceeding data usage will be billed to your organization based on the purchase agreement.



## PAYMENTS

We accept the following payment methods:

- *Credit Card;*
- *Direct Debit.*

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms of Service Agreement, we reserve the right to cancel or reverse your transaction.

## CONSUMER PROTECTION LAW

Where the Consumer Protection Act, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms of Service Agreement will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

## LIMITATION OF LIABILITY

WirelessKable Inc. and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, data losses, damages, liabilities and expenses including legal fees from your use of the Site or the Products.

## INDEMNITY

Except where prohibited by law, by using this Site you indemnify and hold harmless Wireless Kable Inc. and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including



legal fees arising out of your use of our Site or the Products or your violation of these Terms of Service Agreement.

## **APPLICABLE LAW**

These Terms of Service Agreement are governed by the laws of the Province of Quebec.

## **DISPUTE RESOLUTION**

Subject to any exceptions specified in these Terms of Service Agreement, if you and WirelessKable Inc. are unable to resolve any dispute through informal discussion, then you and WirelessKable Inc. agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and WirelessKable Inc.

Notwithstanding any other provision in these Terms of Service Agreement, you and WirelessKable Inc. agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

## **SEVERABILITY**

If at any time any of the provisions set forth in these Terms of Service Agreement are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms of Service Agreement. All other provisions will not be affected by the removal and the rest of these Terms of Service Agreement will still be considered valid.

## **CHANGES**

These Terms of Service Agreement may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site and use our Products. We will





notify users by email of changes to these Terms of Service Agreement or post a notice on our Site.

## CONTACT DETAILS

Please contact us if you have any questions or concerns. Our contact details are as follows:

+1 (514) 400-7188

info@wirelesskable.com

