

# Terms of Use

*Date of Last Revision: August, 2020*

RMS Software, Inc. (“RMS”), welcomes you, as a Subscriber to its services. RMS provides communication related services (collectively, “Services”), which are subject to these Terms of Use (“Terms” or “Agreement”) and Privacy Policy (“Privacy Policy”). By accessing or using any of the Services, you signify that you have read, understood, and agree to be bound by these Terms, the Privacy Policy, as well as any additional terms or guidelines applicable to the specific Services you use, which shall be posted from time to time in such Services. All additional terms or guidelines applicable to the specific Services, along with the Privacy Policy, shall be incorporated into these Terms. In these Terms, you are sometimes referred to as “you” or “Subscriber”.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SERVICES.

## **DESCRIPTION OF SERVICES**

Services provided may vary based on specific options made available to and selected by the Subscriber through the user interface. The Services may include the following:

- Allow Subscribers to register and create an account (your “Subscriber Account”) to include all of the information pertaining to you or your household that you choose to place on RMS’s databases or otherwise provide or make available to RMS. Your Subscriber Account may also include information collected through the use of Services and dialing 9-1-1, such as the phone number placing a call into 9-1-1, and the location of a mobile phone (“Location Services”) registered with a Subscriber Account. As a Subscriber, you control the content of your Subscriber Account, and the Services you wish to participate in, through [smart911.com](https://www.smart911.com), affiliated websites, and affiliated mobile phone applications.
- Allow Subscribers to make information about the Subscriber and/or Subscriber’s household available to participating safety and emergency response services during specific emergency incidents, including without limitation, 9-1-1 or equivalent, fire, police, emergency medical, emergency management, campus safety officials and public health services (collectively, “Emergency Service Providers”).

- Allow Subscribers to make information about the Subscriber and/or Subscriber's household searchable to participating Emergency Service Providers for the purposes of emergency planning and/or response.
- Allow authorized users ("Users") to send emergency and general interest notifications ("Notification Services") to the Subscriber via various communication methods (e.g. voice calls, text messaging, email, etc), subject to the Subscriber's manageable notification preferences.
- Allow Subscribers to share their location and Subscriber information with Subscriber-designated individuals ("Guardians") in the event Subscriber designated conditions are met.
- Allow Subscribers to send photo and text messages ("Tips") to designated Emergency Service Providers.

**YOU AS A SUBSCRIBER ACKNOWLEDGE AND AGREE THAT, BY REGISTERING FOR SERVICES AND/OR CREATING A SUBSCRIBER ACCOUNT, YOU PROVIDE CONSENT TO RELEASE ALL SUBSCRIBER INFORMATION ON YOUR ACCOUNT TO EMERGENCY SERVICE PROVIDERS IN ACCORDANCE WITH THE SPECIFIC SERVICES OPTED IN BY SUBSCRIBER. RMS DOES NOT GUARANTEE DELIVERY OF MESSAGES OR SUBSCRIBER ACCOUNT DATA.**

**YOU UNDERSTAND AND AGREE THAT NOT ALL EMERGENCY SERVICE PROVIDERS HAVE ACCESS TO THE SERVICES AND THAT THE SERVICES MAY NOT BE UTILIZED BY EMERGENCY SERVICE PROVIDERS THAT DO HAVE ACCESS.** Rave cannot control the manner in which emergency services are rendered and only select Emergency Service Providers have access to the Services, and therefore cannot guarantee that Emergency Service Providers will utilize the information provided by Subscriber.

Only authorized Users are permitted to launch messages through RMS's Notification Services. Authorized Users may include local municipalities, schools, businesses, or organizations that contract with RMS for the ability to launch messages through RMS's Services. You will only receive messages from Users authorized by the Emergency Service Providers associated with your RMS Services or notification preference selections.

All Users are bound by an agreement with RMS and agree to use RMS's Services in accordance with all applicable laws and regulations.

Subscribers include any telephone number, email address, or address which has been provided in the Subscriber Account or have been registered into any of the Notification Services. Subscribers

may include: Subscribers who voluntarily enter information into one of RMS's Services for the purpose of receiving messages from a specific User, Subscribers who are entered into the Service by use of a commercially available database, as well as those Subscribers who are entered into any Service by a User. Subscribers understand and agree that their registration into any of the Services shall connect the Subscriber with a specific User, or a specific User list, such that the Subscriber will receive messages from that User or when the User sends messages to such list. **Subscribers acknowledge and agree that, by registering with any of the Notification Services; they consent to be contacted through SMS, email, or voice call via an automated dialer using a pre-recorded message, by RMS and any User. All Users acknowledge and agree that, by entering any contact information into any of the Notification Services, the Subscriber who owns such contact information has expressly authorized the User to enter such information into the Notification Services to receive pre-recorded messages from the User via an automated dialer, SMS or email.**

Subscriber understands and agrees that by creating a Subscriber Account, you will periodically receive text messages. The frequency of these messages will depend on how you use this service, and how frequently Emergency Service Providers or Users send messages through this service. Message and data rates may apply.

At any time you may stop text messages from being sent to your mobile phone by simply texting STOP to 67283 after which time you will no longer receive text messages from the Services. Text INFO or HELP to 67283 from your registered mobile phone and you will be sent a text message with simple instructions.

## **SUBSCRIBER RESPONSIBILITIES**

EACH SUBSCRIBER UNDERSTANDS AND AGREES THAT SERVICES PROVIDED BY RMS ARE NOT AVAILABLE IN ALL AREAS. Each Subscriber understands and agrees that many of the Services provided by RMS are subscription based-services which are only available if purchased by Emergency Service Provider(s) and/or User(s).

Each Subscriber understands and agrees that you choose when and how your Subscriber Account is made available to Emergency Service Providers by choosing which locally available Service(s) to participate in, which may or may not include Notification Services.

EACH SUBSCRIBER UNDERSTANDS AND AGREES THAT PARTICIPATION IN SERVICES DOES NOT CONSTITUTE AN AGREEMENT BETWEEN YOU AND EMERGENCY SERVICE

PROVIDERS, DESIGNATED GUARDIANS OR USERS. NOR DOES IT IMPLY THAT ALL OF THE NEEDS YOU HAVE COMMUNICATED IN YOUR SUBSCRIBER ACCOUNT WILL BE MET THROUGH PUBLIC ASSISTANCE.

YOU UNDERSTAND AND AGREE THAT YOU WILL NOT RELY ON THE SERVICES AS THE SOLE MEANS BY WHICH YOU WILL COMMUNICATE INFORMATION TO EMERGENCY SERVICE PROVIDERS. YOU UNDERSTAND AND AGREE THAT OTHER METHODS OF SUPPLYING INFORMATION TO EMERGENCY SERVICE PROVIDERS ARE AVAILABLE TO YOU, INCLUDING THE VERBAL TRANSMISSION OF INFORMATION OVER THE PHONE WHEN MAKING A 9-1-1 CALL. THE SERVICES CANNOT AND DO NOT REPLACE, AND IS NOT INTENDED TO REPLACE, YOUR VERBAL PROVISION OF YOUR TELEPHONE NUMBER AND OTHER SUBSCRIBER ACCOUNT INFORMATION TO EMERGENCY SERVICE PROVIDERS WHEN MAKING A 9-1-1 CALL OR USING ANY OTHER COMMUNICATION METHOD. NOR DO THE SERVICES REPLACE THE NEED FOR YOU TO PLACE A CALL TO 9-1-1 IN THE EVENT OF AN EMERGENCY.

YOU UNDERSTAND AND AGREE THAT RMS IS NOT RESPONSIBLE FOR THE ACTIONS OF ANY DESIGNATED GUARDIANS. RMS CANNOT GUARANTEE DELIVERY OF ANY MESSAGE OR INFORMATION TO OR FROM SAID GUARDIANS AND IS NOT RESPONSIBLE FOR ANY INTERACTION OR LACK THEREOF BETWEEN USERS OF THE SYSTEM. YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED FOR CONVENIENCE ONLY. THE SERVICE DOES NOT REPLACE DIALING 9-1-1 IN THE EVENT YOU REQUIRE IMMEDIATE ASSISTANCE. THE SERVICE AND YOUR DESIGNATED GUARDIANS MUST NOT BE RELIED UPON TO PROVIDE EMERGENCY RESPONSE SERVICES. SUCH EMERGENCY RESPONSE SERVICES CAN ONLY BE ACCESSED BY PLACING A CALL TO 9-1-1.

Each Subscriber understands and agrees that RMS does not have control over the telephone service and internet service providers which may be necessary for providing the Services and that such failure shall not be deemed to be the responsibility of RMS. Each Subscriber understands and agrees that RMS reserves the right to suspend or close Subscriber Account for phone numbers that are no longer valid. Furthermore, RMS reserves the right to suspend or immediately close any Subscriber Account whose acts or pattern of activity interferes or threatens to interfere in any manner with any Emergency Service Provider or RMS's ability to provide Services to its Subscribers, Users or Emergency Service Providers.

You agree that you will not:

- Attempt to gain unauthorized access to any portion of the Services;
- Attempt to reverse engineer, decompile, disassemble, or otherwise decode any portion of the Services;
- Perform any actions which would interfere with the proper working of the Services;
- Knowingly restrict or inhibit any other User or Subscriber from using and enjoying the Services;
- Use the Services to send altered, deceptive or false source-identifying information;
- Copy, modify, distribute, sell, or lease any portion of the Services.

## **Subscriber Account Information and Maintenance**

AS A SUBSCRIBER, YOU UNDERSTAND AND ACCEPT FULL LEGAL RESPONSIBILITY FOR THE CONTENT, ACCURACY, AND SUFFICIENCY OF ALL INFORMATION THAT YOU INCLUDE OR NOT INCLUDE AS PART OF YOUR SUBSCRIBER ACCOUNT. You should only provide the information you want Emergency Service Providers to have access to. All information within Subscriber Account is subject to RMS's Privacy Policy.

YOU REPRESENT AND WARRANT THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER.

Subscriber understands and agrees that, RMS reserves the right to validate subscriptions, through means of its own choosing, which may include calling and/or sending Subscribers SMS text messages. As a Subscriber, you agree that RMS may contact you to validate the phone number(s) you register with Subscriber Account. You also agree that if another Subscriber registers and validates a phone number which you had previously registered, the phone number will be removed from your Subscriber Account and assigned to the other Subscriber.

Subscriber understands and agrees that, RMS reserves the right to contact you periodically to remind you to review and update your Subscriber Account information, through means of its own choosing, which may include calling and/or sending Subscribers SMS text messages. As a Subscriber, you agree that RMS may contact you to review and update your Subscriber Account information, via the phone number(s) you register with Subscriber Account.

IT IS YOUR RESPONSIBILITY TO CORRECT THE INFORMATION ON YOUR SUBSCRIBER ACCOUNT WHEN THE INFORMATION YOU HAVE PROVIDED IS OR BECOMES INACCURATE.

CREATING AN INTENTIONALLY MISLEADING SUBSCRIBER ACCOUNT OR PROVIDING ANY INTENTIONALLY MISLEADING INFORMATION TO EMERGENCY SERVICE PROVIDERS IS POTENTIALLY A CRIME AND IS GROUNDS FOR TERMINATION OF SERVICES.

SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SERVICES DO NOT VERIFY OR UPDATE YOUR SUBSCRIBER ACCOUNT FOR YOU. Subscriber must confirm, at least once every six (6) months, that the information within your Subscriber Account is accurate. Failure to do so may prevent your Subscriber Account from being provided to Emergency Service Providers or Users.

YOU AGREE YOUR SUBSCRIBER ACCOUNT WILL ONLY INCLUDE INFORMATION ABOUT ADULTS AND/OR CHILDREN FOR WHOM YOU HAVE APPROPRIATE LEGAL RESPONSIBILITY OR APPROPRIATE PRIOR CONSENT, AND THAT THE SUBSCRIBER ACCOUNT DOES NOT INFRINGE OR INVADE THE PRIVACY OF ANY SUCH PERSON.

Access to your Subscriber Account is password-protected. You are responsible for keeping your Subscriber Account password ("Password") secure at all times. You understand and agree that you are the only person authorized to create or edit your Subscriber Account, unless you have authorized another person to use your Subscriber username and Password to enter or modify your Subscriber Account on your behalf. You authorize RMS to release any or all of your Subscriber Account information to any person to whom you have provided the username and Password associated with your Subscriber Account or Subscriber phone number.

You understand and agree that it is solely your responsibility to take appropriate precautions to ensure that a Subscriber phone number, username and Password for a Subscriber Account are not accessible to any unauthorized person.

You understand and agree that once the content of your Subscriber Account is made available to Emergency Service Providers, it may be transmitted over unsecured Emergency Service Provider radios or may otherwise be made accessible through unsecured communications as part of the information disseminated to or by Emergency Service Providers responding to 9-1-1 call or to an emergency. You further understand that the content of the Subscriber Account may also be stored as part of a public record associated with an emergency call if required by local statutes.

If you elect to share your Subscriber Account with designated Guardians, you understand and agree and authorize RMS to release and disclose your Subscriber Account and location information to designated Guardians where technologically possible.

YOU UNDERSTAND AND AGREE AND HEREBY AUTHORIZE RMS TO RELEASE AND DISCLOSE YOUR SUBSCRIBER ACCOUNT TO EMERGENCY SERVICE PROVIDERS WHERE TECHNOLOGICALLY POSSIBLE.

AS PART OF YOUR SUBSCRIBER ACCOUNT, YOU MAY HAVE IDENTIFIED AN EMERGENCY CONTACT OR ADDITIONAL PERSONS IN YOUR HOUSEHOLD (“PERSONAL CONTACTS”). YOU UNDERSTAND AND AGREE THAT EMERGENCY SERVICES PROVIDERS MAY, BUT SHALL NOT, UNDER ANY CIRCUMSTANCES, HAVE ANY DUTY TO CONTACT OR TO NOTIFY ANY PERSONAL CONTACTS THAT YOU, YOUR HOUSEHOLD, OR ANY MEMBER OF YOUR HOUSEHOLD IS, MAY OR MIGHT BE INVOLVED IN ANY EMERGENCY SITUATION, WHETHER OR NOT YOU MAY HAVE CALLED 9-1-1, OTHERWISE CALLED OR CONTACTED AN EMERGENCY SERVICE PROVIDER, OR HAD YOUR SUBSCRIBER ACCOUNT PRESENTED TO EMERGENCY SERVICE PROVIDERS BY SERVICES.

You understand and agree that you may cancel your Services at any time by logging into your Subscriber Account and clicking on the “Remove Account” link within the Account Settings menu. If you cancel all or a part of your Services, or if your Service is cancelled for any other reason (including but not limited to termination of Services by Emergency Service Provider or User), then RMS will no longer provide you with Services or provide your Subscriber Account to Emergency Service Providers or Users.

## **Location Services and SMS TEXT Communications**

YOU UNDERSTAND AND AGREE TO MANAGE YOUR TELEPHONE SERVICE PROVIDER ACCOUNT, ACCOUNT SUBSCRIPTIONS, AND SUBSCRIBER LOCATION OPT-IN STATUS AS REQUIRED TO ALLOW THE SERVICES TO LOCATE AND COMMUNICATE WITH YOUR MOBILE PHONE. THESE ACTIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, ENSURING YOU HAVE ANY NECESSARY SMS TEXT MESSAGING OR DATA PLANS ENABLED ON YOUR MOBILE TELEPHONE SERVICE PROVIDER ACCOUNT, ENSURING YOUR ACCOUNT AND MOBILE PHONE LOCATION PRIVACY OPTIONS ARE CONFIGURED TO ALLOW SERVICES TO RETRIEVE YOUR LOCATION, AND THAT ANY SOFTWARE REQUIRED TO SUPPORT LOCATION IS INSTALLED AND MAINTAINED ON YOUR MOBILE DEVICE.

YOU UNDERSTAND AND AGREE THAT SERVICES CANNOT LOCATE ALL MOBILE DEVICES. FURTHERMORE, DEVICES WHICH ARE LOCATION COMPATIBLE MAY NOT BE LOCATABLE BY SERVICES OR THE TELEPHONE SERVICE PROVIDER. YOU UNDERSTAND THAT ANY LOCATION PROVIDED IS APPROXIMATE AND DOES NOT PROVIDE GUARANTEED RESULTS.

A VARIETY OF FACTORS AFFECT THE AVAILABILITY OF MOBILE LOCATION. YOUR MOBILE DEVICE MUST BE TURNED ON, CHARGED AND LOCATED WITHIN A SUPPORTED MOBILE NETWORK COVERAGE AREA, AMONG OTHER FACTORS. AVAILABILITY AND ACCURACY OF ANY AVAILABLE LOCATION INFORMATION IS SUBJECT TO NETWORK CAPABILITIES, ENVIRONMENTAL CONDITIONS SUCH AS STRUCTURES, BUILDINGS, WEATHER, GEOGRAPHY, LANDSCAPE, AND TOPOGRAPHY, AVAILABLE DATA, ATMOSPHERIC CONDITIONS AND OTHER FACTORS ASSOCIATED WITH USE OF MOBILE NETWORKS, SATELLITES AND SATELLITE DATA. SERVICES CANNOT LOCATE DEVICES THAT ARE NOT IN CANADA. AVAILABILITY, SECURITY, SPEED, TIMELINESS, ACCURACY AND RELIABILITY OF SERVICE ARE NOT GUARANTEED.

YOU UNDERSTAND AND AGREE THAT THE SERVICES, DO NOT ALLOW YOU TO INITIATE A REQUEST FOR ASSISTANCE VIA SMS TEXT MESSAGE. IN AN EMERGENCY, YOU MUST PLACE A PHONE CALL TO 9-1-1. SHOULD AN EMERGENCY SERVICE PROVIDER ATTEMPT TO COMMUNICATE WITH YOU VIA SMS TEXT MESSAGE, YOU MAY BE REQUIRED TO TERMINATE THE 9-1-1 CALL, AND TAKE THE STEPS NECESSARY TO EXIT YOUR PHONE FROM EMERGENCY MODE. REGARDLESS, ALL SMS COMMUNICATIONS ARE MADE ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS AND MUST NOT BE RELIED UPON AS YOUR SOLE MEANS TO COMMUNICATE WITH EMERGENCY SERVICE PROVIDERS.

## **LIMITATIONS**

SUBSCRIBERS UNDERSTAND AND AGREE THAT RMS, THE TELEPHONE SERVICE PROVIDER(S) FOR A SUBSCRIBER PHONE, ANY EMERGENCY SERVICE PROVIDER(S), AND ANY USER(S), (INCLUDING WITHOUT LIMITATION THE OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS, AND/OR POLITICAL SUBDIVISIONS OF EACH OF THE FOREGOING), WHERE IT IS POSSIBLE TO DO SO, (A) ARE INTENDED TO BE AND SHALL BE REGARDED AS DIRECT AND/OR THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT BETWEEN SUBSCRIBER AND RMS, (B) RESERVE AND MAY ASSERT AGAINST SUBSCRIBER, THEIR RESPECTIVE HEIRS AND ASSIGNS, ALL OF THE DEFENSES, LIMITATIONS OF SERVICE, DISCLAIMERS AND LIMITATIONS OF LIABILITY, EXCLUSIONS OF DAMAGES, AND DISCLAIMERS OF WARRANTIES THAT ARE CONTAINED IN THIS AGREEMENT, AND (C) DO NOT SURRENDER OR RELINQUISH IN ANY MANNER ANY CLAIMS OR DEFENSES THEY MAY OTHERWISE BE ABLE TO ASSERT AGAINST SUBSCRIBER, THEIR RESPECTIVE HEIRS AND ASSIGNS.



ALL SUBSCRIBERS UNDERSTAND AND AGREE THAT RMS, ALONG WITH ITS OFFICERS, MEMBERS, EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUCCESSORS AND ASSIGNS (THE "RELEASEES") DISCLAIM ANY AND ALL LIABILITY, WHATSOEVER, WHETHER RAISED BY A THIRD PARTY OR OTHERWISE, FOR ANY AND ALL REASONS, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH OR LOSS, INFRINGEMENT, INVASION OF PRIVACY, PROPERTY DAMAGE, AND INTERRUPTION TO BUSINESS, TO ANY SUBSCRIBER, THEIR RESPECTIVE HEIRS AND ASSIGNS, WHICH MAY RESULT FROM THE USE OR ANY ERRORS OR OMISSIONS OF THE SERVICES, OR FAILURE TO MEET ANY DUTY, INCLUDING ANY DUTY OF GOOD FAITH OR OF REASONABLE CARE OR PROVIDE ANY INFORMATION THROUGH THE SERVICES.

ALL SUBSCRIBERS UNDERSTAND AND AGREE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TO RELEASE, WAIVE, DISCHARGE, COVENENANT NOT TO SUE, AND HOLD HARMLESS ANY AND ALL RELEASEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGE OR COST OF EVERY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, AND FROM ANY AND ALL PRESENT AND FUTURE CLAIMS, DEMANDS, CAUSES OF ACTION, AND LAWSUITS THEREFOR, IN LAW OR EQUITY, BY ANY SUBSCRIBER OR BY ANY OTHER PERSON OR PERSONS CLAIMING THROUGH A SUBSCRIBER, FOR ANY LOSS, INFRINGEMENT OR INVASION OF THE RIGHT OF PRIVACY CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE DISCLOSURE OF ANY SUBSCRIBER INFORMATION.

YOU AGREE TO INDEMNIFY EACH RELEASEE FROM AND AGAINST ANY LOSSES, DAMAGES, LIABILITIES, COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND OTHER LEGAL EXPENSES) OF ANY KIND ARISING FROM OR ATTRIBUTABLE TO (A) ANY BREACH OF THIS AGREEMENT BY YOU OR (B) ANY THIRD-PARTY CLAIM AGAINST A RELEASEE RELATING TO YOUR USE OF THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY RELEASEE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF PRIVACY, LOSS OF CONFIDENTIAL INFORMATION, OR BUSINESS INTERRUPTION) FROM OR DUE TO THE USE, MISUSE OR INABILITY TO USE THE SERVICES, EVEN IF THE RELEASEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK AND

THAT THE SERVICES ARE PROVIDED SOLELY ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS.

RMS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, DUTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES, DUTIES OR CONDITIONS OF GOOD FAITH, REASONABLE CARE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ACCURACY.

## **MISCELLANEOUS PROVISIONS**

If there is any dispute between you and RMS about or involving the Services or these Terms, you agree that the dispute will be governed by the laws of the Province of Ontario without regard to its conflict of law provisions and you also agree to personal jurisdiction by and venue exclusively in the state and federal courts of the Province of Ontario.

If you reside in Quebec, any dispute between you and RMS about or involving the Services of these Terms will be governed by the laws of the Province of Quebec and such dispute shall be resolved in the courts of the Province of Quebec.

Any provisions of this Agreement that, by their nature, are intended to survive the termination of Services, including without limitation, the provisions of the Section above entitled “LIMITATIONS” shall survive any such termination without limitation.

Certain obligations set forth herein represent independent covenants by which you may be bound and shall remain bound regardless of any breach of these Terms and the Privacy Policy and shall survive termination of these Terms.

RMS reserves the right to modify any portion of these Terms or the Privacy Policy at any time by posting the revised Terms here. Your continued use of any of the Services following any such posting constitutes your acceptance of the revised Terms and Privacy Policy.

RMS may assign these Terms in its sole discretion. You are not permitted to assign these Terms without the prior written consent of RMS. The failure by RMS to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

The section headings in this Terms of Use Agreement are provided solely for the convenience of the reader and do not constitute or modify the Terms of this Agreement.

You understand and agree that RMS may send you certain communications, such as announcements, newsletters, service announcements and other administrative messages, and that these communications are considered part of the Services. Your ability to opt out of these communications will be governed by applicable laws and RMS's policies. Notices emailed to you will be deemed given and received when the email is sent. RMS has no obligation to provide notice by mail or any other means even if its attempt to transmit such communication to a Subscriber's electronic mail address fails for any reason.

Any notices to RMS shall be in writing, and shall be deemed delivered upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and addressed to the RMS as follows: RMS Software Inc., 2916 S Sheridan Way, Suite 300, Oakville, ON L6J 7J8, Canada, Attention: Legal Department.

For Subscribers, these Terms and the Privacy Policy, constitutes the entire agreement between you and RMS with respect to the Services and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these Terms or Privacy Policy will be effective only if in writing and signed by RMS.