



WEBSITE TERMS OF USE

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1. **Agreement to Terms of Use**

These Terms and Conditions of Use (the “**Terms of Use**”) apply to your access and use of the Devolutions website located at <https://devolutions.net/> and to all content, information and data made available or posted thereon (collectively, the “**Website**”). The Website is the exclusive property of Devolutions Inc. (“**Devolutions**”).

Please read these Terms of Use carefully, as they are binding on you and on all persons you purport to represent. BY USING THE WEBSITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE WEBSITE. If you use the Website, open an account or purchase a product or service on our Website on behalf of a company, organization, or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms of Use, and that you agree to these Terms of Use on your behalf and the entity’s behalf.

Devolutions reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Whenever we update these Terms of Use we will indicate the date on which the changes were made and became effective. The provisions contained in these Terms of Use supersede all previous versions published or displayed on the Website. Your continued use of the Website following the posting of any update of these Terms of Use will mean that you accept and agree to the changes. You may not change these Terms of Use in any manner. As long as you comply with



these Terms of Use, Devolutions grants you a personal, non-exclusive, non-transferable, limited license to access and use the Website for the purposes authorized herein.

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2. Ownership and Content

You acknowledge that the Website (including all content, software, page headers, custom graphics, button icons, logos, names, marks, scripts, artworks, pictures, computer codes, designs, applications, data, texts, graphics, video and audio files available on or through the Website, as well as the presentation, arrangement, coordination, enhancement and selection of such elements and all related Intellectual Property Rights) is exclusively owned, controlled or licensed by or to Devolutions (and its licensors, where applicable) and is protected by Canadian and foreign laws relating to Intellectual Property Rights. Your use of the Website does not transfer to you any ownership or other rights in the Website or its content, except as expressly provided in these Terms of Use. You also acknowledge that Devolutions (and its licensors, where applicable) own all right, title and interest in and to any protectable suggestions, ideas, enhancements, requests, feedback and recommendations or other information provided by you or any other party relating to the Website, its content or features.

“Intellectual Property Rights” means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law and any other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

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3. Permitted Uses

You may use the Website only (i) for your personal use, (ii) for your internal business use, (iii) to get information about Devolutions’ products and services, (iv) to purchase or get access to Devolution’s products and services, or (v) for any other purpose expressly permitted in these Terms of Use, in each case in compliance with the latter. You may print, download or save content or data displayed on the Website provided that you do not (i) modify any such content or data, (ii) remove or alter any proprietary identification, marks, notices, or disclaimers displayed on such content or data, or (iii) use such content or data for purposes other than the purposes for which such content or data is displayed or made available on the Website.

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4. Restricted and Prohibited Uses

Using the Website for any unlawful purposes or activities or in any way that infringes the rights of Devolutions or other users of the Website (collectively the **“Users”** and each a **“User”**) is strictly prohibited. The Website and its different features are intended for the permitted uses described in the section above and may not be used in connection with



any other purposes except those that are specifically allowed, endorsed or approved by Devolutions. Without limiting the foregoing, you agree not to engage in the following prohibited activities (collectively, the “**Prohibited Uses**”):

- (i) copy, imitate, reproduce, republish, upload, post, transmit, modify, index, mirror, translate, encode or distribute in any ways any part of the Website or its content for any publication, distribution or other commercial purpose without the express prior written consent of Devolutions;
- (ii) use the Website to transmit, distribute, publish, make available, reveal, store or destroy content (a) in violation of any applicable law or regulation, (b) in a manner that would infringe the Intellectual Property Rights of Devolutions or others or violate their privacy, publicity or other personal rights, or (c) in a manner that is defamatory, obscene, threatening, abusive or hateful;
- (iii) use any "deep-link", "page-scrape", "robot", "spider" or any other automatic program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or its content, or to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website;
- (iv) violate or attempt to violate or compromise the security or integrity of the Website, including, without limitation, (a) accessing data or services offered on or through the Website that are not intended for you, or logging into a system, network, server or account which you are not authorized to access, whether by hacking, password "mining" or any other illicit or illegitimate means, (b) attempting without proper authorization to probe, scan or test the vulnerability of the Website or any system or network connected to the Website, or to breach their security or authentication measures, (c) attempting by any means to interfere with the proper working of the Website or any transaction being conducted on the Website, or with the use of the Website by any other User, including, without limitation, by taking any action or using any automatic device that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or Devolutions' systems or networks, such as "flooding", "spamming", "mailbombing" or "crashing" actions, or (d) uploading invalid data, viruses, worms, or other software agents on the Website or any system or network connected to the Website;
- (v) forge any header or any part of the header information in any e-mail or newsgroup posting in order to disguise the origin of any message or transmittal you send to Devolutions on or through the Website;
- (vi) send unsolicited e-mails, spams, or chain letters to Users, including promotions and/or advertising of non-authorized products or services;
- (vii) attempt to decompile, disassemble or reverse engineer any portion of the Website;



- (viii) pretend that you are, or that you represent, someone else, or impersonate any other individual or entity while using the Website or any of its features;
- (ix) access the Website for the purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes;
- (x) reverse look-up, trace or seek to trace to its source any information on any other User or visitor to the Website, including any Devolutions account not owned by you, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information; or
- (xi) link the Website to any third-party website without the express written permission of Devolutions. All linking permission requests need to be sent to infos@devolutions.net and Devolutions may in its discretion cancel, revoke or suspend any such permission at any time and without any notice or liability.

Prohibited Uses or violations of Devolutions' system or network security may result in civil or criminal liability. If you breach these restrictions, or otherwise exceed the scope of the licenses or other rights granted to you herein, you may be subject to prosecution and damages, as well as liability for infringement of Intellectual Property Rights. Devolutions will investigate occurrences which may involve such violations, will report them to law enforcement authorities having jurisdiction if needed and will cooperate with such authorities in prosecuting Users who are involved in such violations.

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5. Purchase of Products and Services

You may purchase, download or get access to most of our products and services from or through our Website. If you decide to purchase, download or use any such products or services, you agree and covenant to pay the applicable purchase price or fee in accordance with the conditions mentioned on the applicable purchase webpage or the invoice issued at the time of your purchase, failing which Devolutions shall have the right to cease or suspend providing those products or services to you at any time, in addition to any other rights or remedy it may have. If payment is made via a purchase order or check, you agree to remit the payment before or on the date specified on the invoice. All payments, fees and charges are non-refundable and there are no refunds or credits for partially used periods. Devolutions reserves the right to modify the pricing of these products and services at any time without prior notice.

Your rights and obligations and Devolutions' rights and obligations with regard to your use of the products and services that you purchase and/or download from or through the Website are governed solely by the license or service agreements pursuant to which they are provided, and nothing on this Website should be construed to alter such agreements, unless expressly provided otherwise. By purchasing, downloading or using such products or services, you signify your acceptance to abide by the terms and conditions of such agreements.



We may use third-party applications to process payments. Only those payment methods accepted by our third-party payment processors can be used to pay the purchase price directly through the Website. You acknowledge and agree that payment charges may apply depending on your selected payment method. Such charges, if any, will be mentioned at the time you proceed with your payment.

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6. Errors or Inaccuracies

Devolutions endeavours to provide current and accurate information on the Website. However, misprints, errors, inaccuracies, omissions (including incorrect specifications for products) or other errors may sometimes occur. Devolutions cannot guarantee, and does not guarantee, that products and services advertised or displayed on the Website will be available when ordered or thereafter. Devolutions does not warrant that the content of the Website including, without limitation, product description, availability or pricing is accurate or complete.

Devolutions reserves the right, at any time and without prior notice or liability to you or any other person, to (a) correct any error, inaccuracy or omission displayed on the Website, and (b) change the products and services advertised or made available for sale on the Website, the prices, fees, charges and specifications of such products and services or any other content displayed on the Website. Notwithstanding the foregoing, Devolutions does not make any commitment to update the Website or any of its content. All prices and other amounts appearing on the Website are quoted in U.S. Dollars unless otherwise specified.

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7. Registration, Accounts and Security

Certain services and features of the Website are accessible only to Users or customers who have created a specific account with a password. If you are an existing customer, you may also be asked to enter the license key that was issued to you when purchasing one of our products, for instance when you wish to renew your current license or purchase other products as an existing customer. These passwords and license keys are used by us for authentication matters. Devolutions is not under any obligation to verify the actual identity or authority of any person using your password or license key to access and use the Website, and Devolutions may act upon any communication that is given with the use of such codes. However, Devolutions may, at its sole discretion and at any time, require proof of the identity of any person using a password or license key or otherwise seeking to access and use the Website by using a specific account, and has the right to deny such use or access in case of any reasonable doubt or for any security concern.

If you are asked to register for a product or service on the Website, to create an account or to provide specific information to access certain features, you must provide complete



and accurate identification, contact, and other information required as part of the registration process, and accurately and promptly update that information if it changes. You will be solely responsible and liable for any and all loss, damage or additional costs that you, Devolutions or any other person may incur as a result of your submission of any false, incorrect or incomplete information or your failure to update your information.

You are solely responsible for the activity that occurs on your account, and you must keep your account password secure and confidential. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You agree to notify Devolutions immediately of any breach or suspected breach of security or of any unauthorized use of your account, password or license key. Devolutions will not be liable for any losses caused by any unauthorized access or use of your account or password and you will be responsible for losses incurred by Devolutions or any other User due to someone else using your Devolutions password or account.

You may never use the account, password or license key created or issued to another User without permission. All license keys issued by Devolutions and all accounts created by Users remain the property of Devolutions and may be cancelled or suspended at any time without any notice or liability in case of any default by a User to comply with these Terms of Use or with any other obligation to Devolutions.

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8. Forums, Blogs and Posted Content

Some areas of our Website, such as our Devolutions Blog, allow you to post content such as comments, questions, images and other content or information, and to interact with other Users (any such content or information a User submits, posts, displays, publishes, uploads or otherwise makes available on our Website is collectively referred to as the “**User Content**”).

You are solely responsible for any User Content that you decide to post or share on our Website and for any interaction or communication that you may have with other Users, and Devolutions takes no responsibility and assumes no liability for any such User Content or any consequences relating to their posting.

You must not, and by using this Website you agree not to, post User Content:

- (i) that violates third-party rights of any kind, including without limitation any rights of privacy and Intellectual Property Rights;
- (ii) that may create a risk of harm, loss, physical or mental prejudice or injury, emotional distress, death or disability to any other person;
- (iii) that may create a risk of any loss or damage to any third-party property;
- (iv) that may constitute or contribute to a crime, tort or any other illegal action;



- (v) that contains any information or content that is illegal, confidential, secret, privileged, or that you do not have a right to make available under any law or under contractual or fiduciary obligations;
- (vi) that contains any obscene, sexually-explicit, libelous, defamatory, threatening, harassing, abusive, hateful, racist, sexist or embarrassing information or material, or that encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any law, or that is otherwise inappropriate;
- (vii) that discloses personally identifiable information or any private or personal matters concerning any person, including without limitation addresses, phone numbers and email addresses;
- (viii) that contains any business opportunities, commercial solicitation, chain letters, pyramid scheme or any advertising or promotional materials related to any products, goods or services other than Devolutions' products and services;
- (ix) that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programs, algorithms, devices or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, computer, data or software.

You may not copy or use personal identifying or business contact information about other Users or members without their permission. Unsolicited e-mails, mailings, telephone calls, or other communications to individuals or companies whose contact details you obtain through our Website are prohibited.

Devolutions does not represent or guarantee the truthfulness, accuracy, or reliability of User Content posted by Users, and you understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate or otherwise unsuited to your purpose, and you agree that Devolutions shall not be liable for any damages you allege to incur as a result of User Content or your interactions with other Users on the Website. Devolutions acts as a passive conduit for the online publication of User Content and has no obligation to screen or monitor such User Content in advance or once posted by a User.

We encourage you to notify us should you become aware of any violation of these Terms of Use by any other User. If we are notified or become aware of any such violation by a User, we may investigate the matter further and we reserve our right, but without being obligated, to reject and/or remove any User Content that we believe violates these Terms of Use, in our sole discretion. Devolutions also reserves the right to expel a User and prevent his/her further access to the Website.

By submitting or posting User Content on the Website, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to Devolutions a royalty-free, perpetual, irrevocable, transferable, sublicensable, non-exclusive and worldwide right and license to use, reproduce, modify, adapt, publish, edit, translate, distribute, create derivative works from, incorporate in other works, and publicly display



all such User Content, in whole or in part, and in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such User Content. You also agree to waive irrevocably the exercise of any moral right that you may have in such User Content. You also hereby grant each User a non-exclusive license to access your User Content through the Website, and to use, reproduce and distribute such User Content as permitted through the functionalities of the Website and in accordance with these Terms of Use.

Without limiting the foregoing provisions, you also agree to act in compliance with the terms of use issued or posted from time to time by any third-party service provider contracted by Devolutions to operate and manage our blogs. We recommend that you read these terms of use carefully before accessing our blogs or posting any User Content thereon.

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9. Privacy and Protection of your Personal Information

Devolutions may collect and use certain of your personal and non-personal information when you access or use our Website. At Devolutions we know and understand how you care about the importance of protecting your personal data and privacy interests and we take these concerns very seriously. We have therefore developed and implemented a Privacy Policy which describes our practices regarding the collection, use, conservation and disclosure of your personal and non-personal data and which explains your privacy rights in the context of your interactions with us.

As a condition of accessing and using our Website and its different features, you agree to the terms of the Devolutions Privacy Policy as displayed on the Website at the time of your use and which is made a part of these Terms of Use by this reference. The most current version of our Privacy Policy may be found at <https://devolutions.net/legal>. Each time you access or use our Website, you consent to the collection, use and disclosure of your personal information by Devolutions in accordance with our Privacy Policy as it then reads.

Additionally, you acknowledge that Internet transmissions are never completely private or secure. You understand that any message or information you send to or through the Website may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

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10. Third-Party Content and Links to Other Sites

The Website may contain certain third-party content, refer to third-party products or services or link to independent third-party websites ("**Third-Party Materials**"). These Third-Party Materials are provided solely as a convenience to our Users and are not under Devolutions' control, and Devolutions is not responsible for and does not endorse such Third-Party Materials. Once you choose to link to a third-party's website from our



Website, you then leave our Website and these Terms of Use cease to apply from this moment. You should read carefully the terms of use and privacy statements of such third-party websites before using them. Your use of Third-Party Materials is made at your own risk and you expressly relieve Devolutions from any such use and you expressly acknowledge that Devolutions is not liable for any claim or damage arising from, connected with, or relating to such uses or dealings.

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11. Trademarks

DEVOLUTIONS®, WAYK®, “Control the IT Chaos”™, any logos relating to Devolutions’ products and services, and other Devolutions’ graphics, symbols, logos, tag lines, designs, page headers, button icons, scripts and service names displayed on the Website are, unless indicated otherwise, trademarks, service marks or trade dress of Devolutions, some of which are registered in Canada, the United States, Europe and/or other countries. Devolutions’ trademarks, service marks and trade dress may not be used in connection with any other product or service or in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without Devolutions’ prior written authorization.

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12. Access Interruption, Internet Delays and Problems

We may from time to time and without notice interrupt or stop (permanently or temporarily) your access to the Website or to some of its features for necessary maintenance or updating purposes, and Devolutions shall have no liability for any loss or damage caused by such interruptions.

The Website may also be subject to limitations, delays and other problems inherent to your Internet network, your electronic communications or your use of an outdated web browser. Devolutions is not responsible for any such delays, delivery failures, data loss or other damages resulting from such problems, which you acknowledge are not under Devolutions’ reasonable control.

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13. Disclaimer of Warranties

THE WEBSITE, ITS CONTENT AND FEATURES (INCLUDING ANY THIRD-PARTY SOFTWARE OR CONTENT AVAILABLE IN CONJUNCTION WITH OR THROUGH THE WEBSITE) ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND DEVOLUTIONS EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF ACCURACY, ACCESSIBILITY, FITNESS FOR A



PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY, PERFORMANCE, DURABILITY, SECURITY AND RELIABILITY.

DEVOLUTIONS DOES NOT WARRANT THAT THE WEBSITE OR ANY OF ITS COMPONENTS OR FEATURES (INCLUDING ANY THIRD-PARTY SOFTWARE OR CONTENT AVAILABLE IN CONJUNCTION WITH OR THROUGH THE WEBSITE) WILL OPERATE ERROR-FREE OR UNINTERRUPTED, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, THAT YOUR USE OF THE WEBSITE WILL PROVIDE SPECIFIC RESULTS OR WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION OR IN A SECURE MANNER. DEVOLUTIONS DOES NOT WARRANT THAT THE WEBSITE OR ANY FILE OR DATA THAT YOU DOWNLOAD FROM THE WEBSITE ARE FREE OF COMPUTER VIRUSES, CONTAMINATION OR OTHER HARMFUL OR DESTRUCTIVE MECHANISMS.

YOU UNDERSTAND AND AGREE THAT YOUR ACCESS TO THE WEBSITE, YOUR USE OF THE WEBSITE OR OF ANY OF ITS FEATURES (INCLUDING ANY THIRD-PARTY SOFTWARE MADE AVAILABLE ON THE WEBSITE) OR YOUR DOWNLOAD OF ANY FILE, DATA OR CONTENT FROM THE WEBSITE IS MADE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE WEBSITE. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE WEBSITE AND ANY OF ITS FEATURES. YOUR SOLE REMEDY AGAINST DEVOLUTIONS FOR DISSATISFACTION WITH THE WEBSITE IS TO STOP USING IT.

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14. Liability Exclusions and Limitations

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL DEVOLUTIONS BE LIABLE TO YOU OR ANY OTHER PERSON (AND YOU HEREBY AGREE TO RELEASE DEVOLUTIONS FROM ANY SUCH LIABILITY) ON ACCOUNT OF ANY ACCESS TO THE WEBSITE OR ANY USE OR MISUSE OF THE WEBSITE OR ANY OF ITS FEATURES OR THIRD-PARTY SOFTWARE MADE AVAILABLE THROUGH THE WEBSITE. UNDER NO CIRCUMSTANCES SHALL DEVOLUTIONS BE LIABLE FOR ANY ALLEGED OR PROVEN DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSS OR DAMAGE ARISING FROM, CONNECTED WITH, OR RELATING TO THE USE OF THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA, BUSINESS, MARKETS, SAVINGS, INCOME, PROFITS, USE, PRODUCTION, REPUTATION OR GOODWILL, ANTICIPATED OR OTHERWISE, OR ANY OTHER ECONOMIC LOSS, EVEN IF DEVOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE LOSSES OR DAMAGES ARISE FROM RELIANCE ON THE WEBSITE OR ANY OF ITS COMPONENTS OR CONTENT, FROM DELAY OR INABILITY TO ACCESS OR USE THE WEBSITE OR ANY OF ITS COMPONENTS, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE WEBSITE OR ANY OF ITS COMPONENTS.



WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE THAT DEVOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE ARISING OUT OF, OR IN ANY WAY CONNECTED WITH (I) THE TRANSMISSION OF ANY COMPUTER VIRUS, CONTAMINATION OR OTHER HARMFUL MECHANISMS, THROUGH THE SITE OR BY ANY OTHER MEANS; (II) ANY LOSS, UNAUTHORIZED ACCESS TO, MODIFICATION OR ALTERATION OF YOUR ACCOUNT OR PASSWORD OR TO ANY PERSONAL INFORMATION ACCESSED THROUGH SUCH ACCOUNT OR PASSWORD; (III) ANY FAILURE OR INABILITY TO DOWNLOAD ANY FILE, DATA OR CONTENT FROM THE WEBSITE OR TO SEND OR RECEIVE ANY COMMUNICATION THROUGH THE WEBSITE; (IV) ANY INFRINGEMENT OF RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS; (V) ANY PROHIBITED USE COMMITTED BY YOU OR ANY OTHER PERSON; (VI) THE TERMINATION OF YOUR ACCOUNT IN CONFORMITY WITH THESE TERMS OF USE; OR (VII) ANY DELAYS, INTERRUPTIONS, INACCURACIES, ERRORS, OMISSIONS OR CESSATION OF THE WEBSITE, ITS CONTENT OR FEATURES.

THE EXCLUSION OF CERTAIN WARRANTIES AND THE LIMITATION OF CERTAIN LIABILITIES MAY BE PROHIBITED IN SOME JURISDICTIONS AND MAY NOT BE APPLICABLE TO YOU. TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION HOLDS DEVOLUTIONS LIABLE IN RESPECT OF ANY MATTERS ARISING UNDER OR INCIDENTAL TO THESE TERMS OF USE, DEVOLUTIONS' TOTAL AND AGGREGATED LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR YOUR USE OF THE WEBSITE (WHETHER IN CONTRACT, TORT, NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHERWISE), WILL IN NO EVENT EXCEED THE AMOUNT OF US\$250.

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15. Indemnity

You agree to defend, indemnify, and hold harmless Devolutions and its subsidiaries, affiliated companies, employees, officers, directors and shareholders from and against any alleged or proven claims, actions, demands, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees and legal disbursements) arising from: (i) your use of and access to the Website, its content or features (including any third-party software or content available in conjunction with or through the Website); (ii) your breach or violation of these Terms of Use, including the commission by you of any Prohibited Use; (iii) your breach or violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; or (v) any other party's unauthorized access and use of the Website or your account with your unique password, license key or other appropriate security code.

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16. Governing Law and Dispute Resolution

These Terms of Use shall be governed by the laws of the Province of Quebec without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

In the unlikely event that Devolutions has not been able to resolve a dispute it has with you after attempting to do so informally, you agree to definitely resolve any claim, dispute, or controversy (excluding any Devolutions claims for injunctive relief) arising out of or in connection with or relating to these Terms of Use, or the breach or alleged breach thereof, under the exclusive auspices of arbitration by the Canadian Commercial Arbitration Centre, by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules then in force. Such arbitration shall take place in Montreal, Province of Quebec, and shall be held in the English language. Nothing herein shall be deemed as preventing Devolutions from seeking injunctive relief from the courts as necessary to protect any of its proprietary interests, including to prevent the actual or threatened infringement, misappropriation or violation of its Intellectual Property Rights, and you agree to submit exclusively to the courts having jurisdiction within the judicial district of Montreal, Province of Quebec, for any such actions.

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17. General provisions

If any provision of these Terms of Use is held to be invalid or unenforceable for any reason, then the provision will be deemed to be severed from these Terms of Use and the remaining provisions will continue in full force and effect.

These Terms of Use enure to the benefit of and is binding upon each of Devolutions and its successors, assigns and related persons, and you and your heirs, executors, administrators, successors, permitted assigns and representatives.

These Terms of Use supersede any previous version thereof. Except as expressly provided in additional terms that apply for specific portions or features of the Website (all of which terms are made a part of these Terms of Use by this reference), these Terms of Use constitute the entire agreement between you and Devolutions with respect to the use of the Website. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion or feature of the Website, the latter terms shall control with respect to your use of that feature or portion of the Website. Your rights and obligations and Devolutions' rights and obligations with regard to the products and services that you purchase and/or download through the Website are governed solely by the agreements and licenses pursuant to which they are provided, and nothing in these Terms of Use should be construed to alter or modify such agreements and licenses.

You may not assign these Terms of Use or the rights and obligations thereunder. Devolutions may assign these Terms of Use and its rights and obligations thereunder without your consent.



No consent or waiver by a party to or of any breach or default by the other party in the performance of its obligations under these Terms of Use will be: (a) deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party; or (b) effective unless in writing and signed by all parties.

Devolutions and you are independent entities or persons, and nothing in these Terms of Use, or via your use of the Website, will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between Devolutions and you.

If you have any question or complaint regarding the application of these Terms of Use, you may contact us in writing at infos@devolutions.net or at 1000 Notre-Dame Street, Lavaltrie, Québec, Canada, J5T 1M1.

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