

Selectycs Terms of Service

Selectycs Technology Solutions Inc. (“Selectycs,” “we,” “our”) offers a variety of technology planning, procurement, team collaboration, and organizational tools available online, via websites, including but not limited to www.Selectycs.com, Portal.Selectycs.com (the “Websites”). Selectycs is located at 1603-1228 Marinaside Crescent, Vancouver, V6Z 2W4, Canada. If you have any questions about these User Terms of Service (the “Terms”), please email us at user-terms@selectycs.com. Selectycs has different types of users depending on the Selectycs products used:

- We call users of the Websites “Site Visitors.”
- We call users who use the MySelectycs portal “Subscribers.” The Service features and functionalities available to Subscribers are determined by the subscription tier and the specific terms agreed to between Selectycs and the organization (e.g., your employer or another entity or person, called the “Customer”) that entered into a separate agreement that governs delivery, access, and use of the Service (the “Customer Agreement”).

We refer to these three types of users collectively as “Users” or “you” for purposes of these Terms. Regardless of what type of User you are, these Terms create a legal agreement directly between you and Selectycs and explain the rules governing use of the Websites. By accessing or using the Websites, you acknowledge and agree that you have read, understand, and agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, please do not access or use the Websites. We may, from time to time, modify these Terms. Please check this page periodically for updates. We will comply with applicable local legal obligations to provide you with notice of changes to these Terms. Your continued use of the Websites after any such update constitutes your acceptance of such changes.

1. ELIGIBILITY AND SCOPE

1.1 General. To use the Websites you must be, and represent and warrant that you are, at least 13 years of age and competent to agree to these Terms. If Selectycs has previously prohibited you from accessing or using the Websites, you are not permitted to access or use the Websites.

2. ACCOUNT REGISTRATION AND USE

2.1 Account Registration and Confidentiality. To access the Websites, you must register for an Selectycs account by creating a user name and password. You agree to provide us with accurate, complete, and current registration information about yourself. It is your responsibility to ensure that your password remains confidential and secure. By registering, you agree that you are fully responsible for all activities that occur under your user name and password. We may assume that any communications we receive under your account have been made by you. If you are a billing owner, an administrator, or if you have confirmed in writing that you have the authority to make decisions on behalf of a Customer (“Account Administrator”), you represent and warrant that you are authorized to make decisions on behalf of the Customer and agree that Selectycs is entitled to rely on your instructions.

2.2 Unauthorized Account Use. You are responsible for notifying us at user-terms@selectycs.com if you become aware of any unauthorized use of or access to your

account. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your account. Selectycs will not be liable for any loss, damages, liability, expenses or attorneys' fees that you may incur as a result of someone else using your password or account, either with or without your knowledge and/or authorization, and regardless of whether you have or have not advised us of such unauthorized use. You will be liable for losses, damages, liability, expenses and attorneys' fees incurred by Selectycs or a third party due to someone else using your account. In the event that the Account Administrator or Customer loses access to an account or otherwise requests information about an account, Selectycs reserves the right to request from the Account Administrator or Customer any verification it deems necessary before restoring access to or providing information about such account in its sole discretion.

3. OUR PROPRIETARY RIGHTS

The Websites are owned and operated by Selectycs and contain materials (including all software, design, text, editorial materials, informational text, photographs, illustrations, audio clips, video clips, artwork and other graphic materials, and names, logos, trademarks and services marks) which are derived in whole or in part from materials supplied by Selectycs and its partners, as well as other sources, and are protected by Canada copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws. The Websites are also protected as a collective work or compilation under Canada and global copyright and other law and treaties. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Websites. You acknowledge that the Websites have been developed, compiled, prepared, revised, selected, and arranged by Selectycs and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitute valuable intellectual property of Selectycs and such others. You agree to notify Selectycs immediately upon becoming aware of any claim that the Websites infringe upon any copyright, trademark, or other contractual, statutory, or common law rights. Any unauthorized use of any material contained on or through the Websites may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes.

4. USER CONTENT AND FEEDBACK

4.1 User Content and Submissions on the Service. The Service allows you to create tasks and submit associated information, text, files, and other materials (collectively, "User Content") and to share that User Content with others. User Content submitted or otherwise made available to the Service is subject to the following terms:

4.1.1 Free User Content. Free Users maintain ownership of the User Content that they submit to the Service ("Free User Content"). By submitting Free User Content, Free Users grant Selectycs a license to access, use, copy, reproduce, process, adapt, publish, transmit, and display that Free User Content, as permitted by Selectycs's Privacy Policy, including if required to do so by law or in good faith to comply with legal process. We reserve the right to remove any Free User Content on the Service that violates these Terms or that is otherwise objectionable in Selectycs's sole discretion.

4.1.2 Subscriber User Content on the Service. Content submitted to the Service by Subscribers (“Subscriber User Content”) is owned and controlled by the Customer as set forth in the introduction to these Terms and the Customer Agreement, except with respect to Subscriber User Content submitted by students pursuant to a Customer Agreement with an educational institution (“Student Content”). Such Student Content is owned by the student and not the educational institution. SelectyCS maintains a limited, non-exclusive and non-transferrable (except in connection with the sale or transfer of its business) license to access, use, copy, reproduce, process, adapt, publish, transmit, host, and display Subscriber User Content for the following limited purposes: (i) to maintain, provide and improve the Service; (ii) to prevent or address technical or security issues and resolve support requests; (iii) to investigate when we have a good faith belief, or have received a complaint alleging, that such Subscriber User Content is in violation of the Customer Agreement or these Terms; (iv) to comply with a valid legal subpoena, request, or other lawful process that meets the requirements of the Customer Agreement and our Law Enforcement Guidelines; and (v) as otherwise set forth in our Customer Agreement or as expressly permitted in writing by the Customer.

4.2 Feedback on the Websites. The Websites may have certain features that allow you to submit comments, information, and other materials (collectively, “Feedback”) to SelectyCS and share such Feedback with other users, or the public. By submitting Feedback through the Websites, you grant SelectyCS a license to access, use, copy, reproduce, process, adapt, publish, transmit, host, and display that Feedback for any purpose (including in testimonials or other SelectyCS marketing materials and where required to do so by law or in good faith to comply with legal process.). We reserve the right to remove any Feedback posted in public forums for any reason at our sole discretion.

4.3 User Content and Feedback Representations. You acknowledge and agree that you have all required rights to submit User Content and Feedback without violation of any third-party rights. You understand that SelectyCS does not control, and is not responsible for, User Content or Feedback, and that by using the/or Websites, you may be exposed to User Content or Feedback from other users that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. Please also note that User Content and Feedback may contain typographical errors, other inadvertent errors or inaccuracies. You agree that you will indemnify, defend, and hold harmless SelectyCS for all claims resulting from User Content or Feedback you submit through the/or Websites. We reserve the right, at our own expense, to assume the exclusive defense and control of such disputes, and in any event you will cooperate with us in asserting any available defenses.

5. LICENSE AND ACCEPTABLE USE

5.1 Your License. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable license to access and use the Websites only for your own internal use (or, for Subscribers, uses authorized by the Customer), and only in a manner that complies with all legal requirements that apply to you or your use of the Websites, including the SelectyCS Privacy Policy and these Terms. SelectyCS may revoke this license at any time, in its sole discretion.

5.2 Acceptable Use. All Users must comply with the following rules regarding acceptable use of the Websites.

Disruption of the Service. You may not:

- access, tamper with, or use non-public areas of the Websites, Selectycs's computer systems, or the technical delivery systems of Selectycs's providers;
- probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measure;
- access or search the Websites by any means other than Selectycs's publicly supported interfaces (for example, "scraping");
- attempt to disrupt or overwhelm our infrastructure by intentionally imposing unreasonable requests or burdens on our resources (e.g. using "bots" or other automated systems to send requests to our servers at a rate beyond what could be sent by a human user during the same period of time); or
- interfere with or disrupt the access of any user, host or network, including, without limitation, by sending a virus, overloading, flooding, spamming, mail-bombing the Websites, or by scripting the creation of User Content in such a manner as to interfere with or create an undue burden on the Websites.

Misuse of the Websites. You may not utilize the Websites to carry out, promote or support:

- any unlawful or fraudulent activities;
- the impersonation of another person or entity or the misrepresentation of an affiliation with a person or entity in a manner that does or is intended to mislead, confuse, or deceive others;
- activities that are defamatory, libelous or threatening, constitute hate speech, harassment, or stalking;
- the publishing or posting of other people's private or personal information without their express authorization and permission;
- the sending of unsolicited communications, promotions advertisements, or spam;
- the publishing of or linking to malicious content intended to damage or disrupt another user's browser or computer; or
- the promotion or advertisement of products or services other than your own without appropriate authorization.

User Content Standards Within the Websites. You may not post any User Content on the Service or Websites that:

- violates any applicable law, any third party's intellectual property rights, or anyone's right of privacy or publicity;
- is deceptive, fraudulent, illegal, obscene, pornographic (including child pornography, which, upon becoming aware of, we will remove and report to law enforcement, including

the National Center for Missing and Exploited children), defamatory, libelous or threatening, constitutes hate speech, harassment, or stalking;

- contains any personal information of minors;
- contains any sensitive personal information, such as financial information, payment card numbers, social security numbers, or health information without SelectyCS's prior written consent granted as part of a Customer Agreement;
- contains viruses, bots, worms, or similar harmful materials; or
- contains any information that you do not have a right to make available under law or any contractual or fiduciary duty.

Violations of this Section 5. In addition to any other remedies that may be available to us, SelectyCS reserves the right to take any remedial action it deems necessary, including immediately suspending or terminating your account or your access to the Service or Websites, upon notice and without liability for SelectyCS should you fail to abide by the rules in this Section 5 or if, in SelectyCS's sole discretion, such action is necessary to prevent disruption of the Service or Websites for other users. If you are a Subscriber, SelectyCS reserves the right to notify the Customer's Account Administrator(s) or other Customer representative(s) of any violations of these Terms.

6. PRIVACY

For information about how we collect, use, and share the data we collect from and about you, please see our Privacy Policy which is incorporated by reference into these Terms.

7. LIMITATION OF LIABILITY

If we fail to comply with these Terms, we are responsible for loss or damage that you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was an order that was accepted. We also only provide the Websites for your internal use. We have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity based on your use of or reliance on the Websites. We do not exclude or limit in any way our liability to you where it would be unlawful for us to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, for fraud or fraudulent misrepresentation and for breach of your legal rights in relation to the Websites.

The information presented on or through the Websites is made available solely for general information purposes. We do not confirm the accuracy, completeness or usefulness of this information. Any reliance that you place on such information is strictly at your own risk.

8. VIRUSES

You understand that we cannot and do not guarantee that files available for downloading from the Internet or our Service or Websites will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Websites for any reconstruction of any lost data.

9. THIRD-PARTY LINKS AND WEBSITES

The Websites may provide (1) information and content provided by third parties; (2) links to third-party websites or resources, such as sellers of goods and services; and (3) third-party products and services for sale directly to you. SelectyCS is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for (i) any content, advertising, products, or other materials on or available from such sites or resources, (ii) any errors or omissions in these websites or resources, or (iii) any information handling practices or other business practices of the operators of such sites or resources. You further acknowledge and agree that SelectyCS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any linked sites or resources. Your interactions with such third parties will be governed by the third parties' own terms of privacy policies, and any other similar terms.

10. MODIFICATION

SelectyCS reserves the right at any time to modify or discontinue, temporarily or permanently, the Websites (or any part thereof), with or without notice. You agree that SelectyCS shall not be liable to you or any third party for any modification, suspension or discontinuance of the Websites.

11. APPLICABLE LAW

Please note that these Terms, and their subject matter and formation, are governed by the laws of Canada. However, if you are a consumer and resident of any other European country you will benefit from, and if you are a consumer and resident of any country in APAC or the UAE you may benefit from, any mandatory provisions of, and legal rights available to you under, the laws of that country. Nothing in these Terms affects your rights as a consumer to rely on any such local law mandatory provisions and legal rights.

You can contact SelectyCS at user-terms@SelectyCS.com if you have any complaints or disputes about the Services. You and SelectyCS shall use best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations, which shall be a precondition to either party initiating a lawsuit or other form of complaint. If we do not reach an agreed-upon solution within a period of 30 days from the time informal dispute resolution is pursued, to the extent permitted by applicable law, all controversies, disputes, demands, counts, claims or causes of action between you and SelectyCS arising out of, under, or related to the Services shall be submitted to the exclusive jurisdiction of the courts of Canada. However, if you are a resident of any other European country, APAC country or the UAE, you may also bring proceedings in that country.

12. GENERAL TERMS

12.1. No waiver. If we fail to insist that you perform any obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived such rights and will not mean that you do not have to comply with your obligations. If we do waive a failure or breach by you, we will only do so in writing and that will not mean that we automatically waive any future failure of breach by you.

12.2. Severability. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

12.3. Miscellaneous. The section titles in these Terms are for convenience only and have no legal or contractual effect.

12.4 Notices. We may deliver notice to you by e-mail, posting a notice on the Websites or any other method we choose and such notice will be effective on dispatch.