



Fleet Harmony Inc.
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Terms and Conditions

These terms and conditions, as updated from time to time by Fleet Harmony Inc., its successors or assigns are incorporated into and are an integral part of the terms and conditions stated in Fleet Harmony Inc 's End User License Agreement ("EULA") which you "the User") acknowledge as having read, understood, agreed to, and authorizing Fleet Harmony perform credit checking and validation procedures of the User. Fleet Harmony Inc will not bill the users credit card.

1. Privacy, Data, and Information Sharing

The User agrees and authorizes the Licensor, its agents and employees, to make use of the User's personally identifiable information for the purpose of conducting normal business functions only as between the User and the Licensor including, but not restricted so as to limit the generality of the foregoing, (1) **for ongoing business purposes** - to process transactions, maintain the User's account, respond to court orders and legal challenges, or report to credit bureaus and (2) **for marketing purposes** with various service providers used by Fleet Harmony Inc. to assist in the provision of the Services and other products.

All data inputted by the User into demo accounts shall remain the exclusive property of the Fleet Harmony Inc.

The database, program code, report layouts, and other associated site functions, which exist now or which may exist in the future, shall remain the exclusive property of Fleet Harmony Inc and shall not be used, duplicated or replicated in any manner except without the express prior written consent of Fleet Harmony Inc.

Any Services license given by Fleet Harmony Inc shall be given to and be for the use of one User only unless otherwise approved in writing by Fleet Harmony Inc . Any unauthorized use of a Services license may result in immediate termination of the Services by Fleet Harmony Inc .

2. Disclaimer

In order to become a subscriber of the Services, the User must complete the registration details below. All content, memberships, and Services made available on or accessed via the Website is provided to the User at the User's sole risk and Fleet Harmony Inc makes no warranties or representations whatsoever as to the suitability of the Services for any use by the Uses save as expressly stated in any licensing agreement or in these Terms of Use. Further, Fleet Harmony Inc and its affiliates make no representations or warranties whatsoever as to the effectiveness or accuracy of the content, memberships, or the Services available on or accessed via the Website, not that the User will enjoy continuous, unobstructed or uninterrupted access to the Website, its memberships, products or the Services, or that the Website, memberships, products or the Services will be error free.

For better certainty, Fleet Harmony Inc absolutely disclaims any and all warranties relating to the Services, whether express or implied, including title, merchantability, and fitness for a particular purpose, non-infringement and informational content. By using the Services and the Website, the User thereby acknowledges and agrees that the Licensor shall be under no liability to the User, whether based in contract, tort or otherwise, for any losses or damages whatsoever including direct, indirect, incidental, consequential or special damages arising out of or in any way connected with the User's access to the Website or use of the Services in any manner whatsoever notwithstanding Fleet Harmony Inc having been advised of the potential for any such losses or damages.

For better certainty, the User acknowledges and agrees that no advice or information, whether oral or written, obtained by the User for Fleet Harmony Inc or through or from the Services shall result in any warranty unless expressly stated in the License Agreement or in the Terms of Use.

3. Governing Law

Notwithstanding the situs of the User, the User acknowledges and agrees that the License Agreement and these Terms of Use shall be governed by the laws of the Province of Nova Scotia, Canada and that in the event of any dispute or question regarding the License Agreement and these Terms of Use the courts of the Province of Nova Scotia, Canada shall have sole jurisdiction over same.