

Visions Terms of Use

This website (the “**Site**”) is owned and operated by Visions Computer Imaging Systems, Ltd. (“**Visions**”, “**us**” or “**we**”). Throughout the Site, the terms “**we**”, “**us**”, and “**our**” refer to Visions. Visions offers this Site, including all information, tools, and services available from this Site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated herein.

The following terms and conditions (the “**Terms**”) govern your use of the Site (the “**Services**”). By accessing or using any part of the Site, you agree to be bound by the following terms and conditions, including any additional terms, conditions, and policies referenced herein and/or made available by hyperlink. These Terms apply to all users of the Site, including, without limitation, users who are browsers, vendors, customers, merchants, and/or contributors of content. Please note that your use of the Prodifly Software Platform is subject to separate terms and conditions, which apply independently of these Terms.

Please read these Terms carefully before accessing or using our Site. By accessing or using any part of the Site, you agree to be bound by these Terms. If you do not agree to these Terms, you are not authorized to access our Site, use any of our Site’s services, or place an order on our Site.

1. General Conditions

- 1.1. Age of Majority. By using any Services from the Site, you represent that you are at least the age of majority in your province or state of residence (whichever is applicable), or that you are the age of majority in your province or state of residence.
- 1.2. Updates. Any new Services which are added to the current Site shall also be subject to these Terms. We reserve the right to update, change, or replace any part of these Terms by posting updates and/or changes to our Site. It is your responsibility to check this page periodically for changes. You can review the most current version of the Terms at any time on this page. Your continued use of or access to the Site following the posting of any changes constitutes acceptance of such changes.

2. Services

- 2.1. Service Availability. Services made available by Visions are made available online through the Site. The Services may have additional terms and conditions that you will be required to accept in order to use such Services.
- 2.2. Service Information. It is our intent to provide the most accurate and up-to-date information available throughout the Site and in our communications with you. Occasionally, information on the Site may contain typographical errors, inaccuracies, or omissions that may relate to services descriptions. Visions reserves the right to correct any errors, inaccuracies, or omissions and to change or update information at any time, at the sole discretion of Visions, without prior notice. We apologize for any inconvenience this may cause you.

- 2.3. Suspension or Discontinuance. We reserve the right to remove any Services at any time from our Site. Except as expressly set out in these Terms, we shall not be liable to you or to any third party for any modification or removal of the Services.
- 2.4. Use of Services. You are fully responsible and liable for your use of the Services used from Visions.

3. Personal Information. You acknowledge and agree that by providing Visions with your personal information, you consent to the collection, use, and disclosure of such information in accordance with our Privacy Policy, or for the purposes identified to you at the time you provide the personal information, including to create an account or request a demo. To view our Privacy Policy, please visit the following hyperlink: [Privacy Policy](#).

4. Intellectual Property

- 4.1. Site Materials. As between you and Visions, Visions owns or licenses the Site and all data, content, text, graphics, forms, artwork, images, photographs, products, data compilations, functional components, software, documentation, downloadable or interactive content (e.g. white papers, demos), and other material on, in, or made available through the Site (“**Site Materials**”), as well as the selection, coordination, arrangement, organization, and enhancement of the Site Materials.
- 4.2. Proprietary Rights. Except for third party marks, as between any user and Visions, all names, trademarks, service marks, certification marks, symbols, icons, slogans, or logos appearing on the Site are proprietary to Visions or its affiliates, licensors, or suppliers. Use or misuse of these trademarks or any third party marks is expressly prohibited. Under no circumstances will you have any rights of any kind in or to the Site Materials, other than the right to use the Site Materials in accordance with these Terms. Unless otherwise expressly authorized by Visions in writing, you agree not to copy, download, use, or store any Site Materials from the Site and agree not to remove any proprietary notices, trademarks, or labels on or in the Site or the Site Materials.
- 4.3. Limited Use and Restrictions. Visions hereby grants you a limited license to access and make personal use of the Site. You may not download (other than page caching), reproduce, duplicate, copy, sell, resell, modify, or exploit the Site or the Site Materials, in whole or in part, except with the express written consent of Visions, or where expressly permitted in these Terms. You agree not to use or resell Visions’ Site or services for any commercial purpose.
- 4.4. Customer Content. If you submit, upload or otherwise provide any files, data or content through the Site for purposes of assessment or in connection with our Services (“**Customer Content**”), you retain all ownership rights in such Customer Content. By submitting Customer Content, you grant us a non-exclusive, worldwide, royalty-free license to host, view, use, process, display, transmit, extract, enrich and otherwise store and analyze such Customer Content to provide and improve our Services.

- 5. Accuracy, Completeness, and Timeliness of Information.** We are not responsible if information made available on this Site is not accurate, complete, or current. Any reliance on the material on this Site is at your own risk. We reserve the right to modify the Site Materials at any time, but we have no obligation to update any information on our Site. You agree that it is your responsibility to monitor changes to our Site.
- 6. Third-Party Links.** Third-party links on this Site may direct you to third party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy of these third-party websites, and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. We are not liable for any harm or damages related to the purchase or use of goods, products, services, resources, content, or any other transactions made in connection with any third-party websites. We encourage you to carefully review the third party's policies and practices and make sure you understand them before you engage in any transaction or use. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.
- 11. Prohibited Uses.** In addition to other prohibitions as set forth in these Terms, you are prohibited from using the Site, our Services or any Site Materials: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, or provincial regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, disability, or other enumerated grounds of discrimination; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Site or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; (k) to send spam or unsolicited commercial electronic messages; or (l) to interfere with our Site's network or attempt to circumvent the security features of the Site or any related website, other websites, or the Internet. You acknowledge and agree that the unauthorized use of the Site or the Site Materials could cause irreparable harm to Visions and that in the event of such unauthorized use, Visions shall be entitled to an injunction in addition to any other remedies available at law or in equity.

12. Disclaimers

- 12.1. Services. We do not warrant that the quality of any Services used or accessed by you through the Site will meet your expectations, or that any defects in the Services will be remedied. Any offer for any Services made through the Site is void where prohibited by applicable laws.
- 12.2. No Warranties. You assume all responsibility and risk with respect to your use of our Site, which is provided "as is" and "as available" without warranties, representations, or conditions of any kind, either express or implied, with regard to information accessed from or via our Site, including

without limitation, all Site Materials, or any information or materials on, in, or made available through the Site, all of which are provided for informational purposes only and without warranty of any kind, including but not limited to warranties concerning: (i) the availability, accuracy, completeness, or usefulness of content or information; (ii) uninterrupted access; and (iii) any warranties of title, non-infringement, merchantability, or fitness for a particular purpose. We do not warrant that our Site or its functioning, or the content and material of the services made available thereby, will be timely, secure, uninterrupted, or error-free, that defects will be corrected, or that our Site or the servers that make our Site available are free of viruses or other harmful components. The use of our Site is at your sole risk and you assume full responsibility for any costs associated with your use of our Site.

13. Limitation of Liability

13.1. Exclusions. To the maximum extent permitted by law, in no event shall Visions or its directors, officers, employees, affiliates, agents, contractors, suppliers, service providers, or licensors be liable for: (i) any indirect, consequential, incidental, exemplary, punitive, or special damages; or (ii) for any damages, whether direct, indirect, consequential, incidental, exemplary, punitive, or special, characterized as lost revenue, lost savings or revenue, or lost profits, whether based on contract, tort (including negligence), or other legal or equitable basis, including without limitation damages for harm to business, loss of information or data, loss of goodwill, or other economic loss, arising from, or in connection with, your use of, or inability to use, the Site, any errors or omissions in any Site Materials, or any loss or damage of any kind incurred as a result of the use of the Site or any Site Materials posted, transmitted, or otherwise made available via the Site, even if Visions has been advised of the possibility of such damages in advance.

13.2. Maximum Liability. The maximum aggregate liability of Visions under these Terms in contract or tort (including negligence), as a result of a breach of warranty, strict liability, indemnity, or under any other theory of liability whatsoever, shall be limited to direct damages in an amount equal to \$50.00 CAD.

14. Indemnification. You agree to indemnify, defend, and hold harmless Visions and our subsidiaries and affiliates, including its respective officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (a) your breach of these Terms or the policies they incorporate by reference; (b) your violation of any applicable laws or the rights of a third party; or (c) your use of the Services.

15. Restriction of Access. Visions may restrict your ability to use the Site for failure to comply with these Terms, for providing Visions with untrue or inaccurate information about yourself, for infringement upon Visions' proprietary rights, or for any other reason whatsoever or for no reason.

16. Miscellaneous

- 16.1. Interpretation. The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms. Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.
- 16.2. Severability. In the event that any provision of these Terms is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, all without affecting the validity and enforceability of any other remaining provisions.
- 16.3. Waiver. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.
- 16.4. Entire Agreement. These Terms and any policies or operating rules posted by us on this Site constitute the entire agreement and understanding between you and us and governs your use of the Site, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms).
- 16.5. Governing Law. These Terms shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law rules. You consent and attorn to the exclusive jurisdiction of the courts located in the City of Toronto and in the Province of Ontario.
- 16.6. Contact Information. Questions about the Terms should be sent to us at legal@tryprodify.com.