Terms of Service (SMYLS)

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SMYLS World Inc. ("SMYLS", "SMYLS World", "we", "us" and terms of similar meaning) provides this websites [www.smyls.world and "admin.smyls.world"] and the services provided by or through these websites to you subject to these terms and conditions of use. These terms and conditions of use together with the SMYLS Privacy Policy (collectively, the "Terms" or "Agreement") govern your use of these websites and the services provided.

In these Terms, we call these websites, any successor websites (together, the "Site") and the software we provide the "Application". The Application includes your use of the SMYLS API, and the use of the SMYLS API by third parties authorized through your SMYLS account to use your User Content (as defined below) through the SMYLS API.

We refer to the services provided by or through the Application as the "Services". Users of the SMYLS Payment service agree and are bound by the Stripe Payments Canada, Ltd. Terms of Service .

SMYLS may also provide other websites and software, including without limitation freeinvoicecreator.com, and the services provided by or through such websites and software. These Terms also govern your use of such websites, software and services which, for purposes of these Terms (and the SMYLS' Privacy Policy referred to in Section 1 below) are included in the definitions of "Site", "Application" and "Services".

Please read these Terms carefully before using the Site or Services. By accessing or using the Site or Services you acknowledge that you have read and understood these Terms and agree to be legally bound by these Terms and all policies and guidelines incorporated by reference in these Terms. If you do not agree to be bound by these Terms in their entirety, you may not use the Site or Services.

SMYLS reserves the right, in its sole discretion, to change, modify or otherwise alter these Terms, or any policy or guideline applicable to the Services, at any time. If we do so, we will make reasonable efforts to communicate these changes to you via email at the email address you provide in your registration information, if any, or we will post a notice in the Application.

Unless otherwise specified, any changes or modifications will be effective immediately upon posting of the revised Terms on this Site, and your continued use of the Services after such time will constitute your agreement to be bound by such modified Terms. You should from time to time review the Terms and any policies and documents incorporated in them to understand the terms and conditions that apply to your use of the Services. The Terms will always show the 'last updated' date at the top.

If you do not agree to the modified Terms, you must stop using the Services. You can cancel your account with us without further obligation, except for the amount due for the balance of the billing period in which you cancel your account (if your billing period is monthly, we will prorate your account to the nearest month-end after cancellation). If you have any questions about the Terms, please email us at support@smyls.world.

In these Terms, our customers and the persons to whom they give "staff" or "advisor" access to their SMYLS account are called "Subscribers", and our customers' customers who use the

Services (for example, to view or pay Subscribers' invoices) are called "Customers". In these Terms, users of the Services, whether they are Subscribers, Customers, members of the SMYLS forum, people who post comments on the SMYLS blog, or casual browsers of the Site, are called "Users".

The Services are for your own use only. You may not resell, lease or provide them in any other way to anyone else, except as expressly permitted through the Application.
The Services are not intended to be used by children. You must be at least eighteen (18) years old to use the Services. If we determine that a User is under the age of eighteen (18), we will terminate that User's use of the Services.

1. Privacy Policy

Please refer to SMYLS' privacy policy, available at (the "Privacy Policy") for information on how SMYLS collects, uses and discloses personal information from its Users. By using the services you agree to our use, collection and disclosure of personal information in accordance with the Privacy Policy.

SMYLS' Application may contain technologies that monitor, record and report to SMYLS regarding the use of the Application including but not limited to information concerning the devices used to access the Application; and the frequency, type and manner of use of SMYLS (collectively, "Usage Data"). You agree that SMYLS may, in its sole discretion, collect and use Usage Data to support, maintain, and improve SMYLS, and to enforce SMYLS rights under the Terms. To the extent any Usage Data contains personal information within the meaning of applicable law, you hereby: (a) consent to SMYLS' collection, use and disclosure of such Usage Data for these purposes; and (b) represent and warrant that you have obtained the consent of any individual to whom such Usage Data relates to SMYLS' collection, use and disclosure of such Usage Data for these purposes, or that the consent of any such individuals is not required to be obtained under applicable law.

2. Registration Data; Account Security

If you register for an account on the Services, you agree to (a) provide true, accurate, current and complete information as may be prompted by any registration forms on the Services ("Registration Data"); and (b) promptly update the Registration Data and any other information you provide to SMYLS, to ensure it remains true, accurate and complete.

You agree to keep your access credentials (such as passwords, API keys or other information required to access the Service) secure and confidential. You must immediately notify SMYLS of any unauthorized use (or suspected unauthorized use) of your access credentials. You are responsible for all activity on your SMYLS account, and for all charges incurred by your SMYLS account. The access credentials are the property of SMYLS and may be revoked if you share them with any third party (other than as allowed in the Terms), if they are compromised, if you violate these Terms or if SMYLS terminates the API Terms.

Further, as a condition of using the Services, you must:
• not attempt to undermine the security or integrity of SMYLS' computing systems or networks or, where the Application or Services are hosted by a third party, that third party's computing

systems and networks;

- not use, or misuse, the Application or Services in any way which may impair the functionality of the Application, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Application;

- not attempt to gain unauthorized access to any materials other than those to which you have been given express permission to access or to the computer system on which the Application or Services are hosted;

- not use the Services or Applications to transmit any: files or malicious code that may damage any other person's computing devices or software, content that may be offensive, or material or data in violation of any law (including data or other material protected by copyright or trade secrets which you do not have the right to use); and

- not build a product or service that is competitive to the Services or using similar ideas, features functions or graphics of the Services;

- not attempt to modify, copy, create derivative works, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services except as is strictly necessary to use either of them for normal operation.

3. Fees; Charges; Taxes

Subscription fees and any other charges for the use of the Application are described on the Site. They may change from time to time. If subscription fees change, we will give you at least 30 days' notice. If they do change, your continued use of the Application after the change indicates your agreement with the new fees and charges after the effective date of the change. Any change to fees and other charges will not be applicable to the billing period in which the change occurs. Fees for payment transactions are subject to change without notice, unless otherwise prohibited, at the discretion of our payment platform partners. Current pricing can be found here.

All "snail mail" postage stamps purchased are non-transferable and non-refundable. You will not receive repayment for stamps you do not use.

Although great care is taken in the production of the Site and description of the Services, typographical, illustrative or pricing errors may occur. We reserve the right to correct errors at any time. All prices are quoted and are payable in United States' Dollars and, unless otherwise stated, are quoted before shipping charges, GST, PST, QST, HST or other applicable taxes which will be added on top of the quoted price, but itemized separately. You are responsible for all taxes applicable to the fees and charges in any applicable jurisdiction.

4. Ownership, Copyright and Trademarks

In these Terms the content available through the Services, including all information, data, logos, marks, designs, graphics, pictures, sound files, other files, and their selection and arrangement, is called "Content". Content provided by Users, whether they are Subscribers, Customers or other Users, is called "User Content". For example, data about its Customers and about its timesheet entries that a Subscriber provides to the Services is User Content of that Subscriber,

data about its payments that a Customer provides to the Services is User Content of that Customer, and Content that a User enters into the SMYLS forum or enters as a comment on the SMYLS blog is User Content of the User.

User Content is that User's property. SMYLS' only right to that User Content is the limited licenses to it granted in these Terms. Those licenses are described in Section 5 and Section 17 of these Terms.

Other than the User Content, the Services, all Content and all software available on or in respect of the Services or used to create and operate the Services (including, without limitation, the Application and the SMYLS API) is the property of SMYLS or its licensors, and is protected by Canadian and international copyright laws, and all rights to the Services, such Content and such software are expressly reserved. All trademarks, registered trademarks, product names and company names or logos mentioned in the Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by SMYLS.

Your User Content is your responsibility. We have no responsibility or liability for it, or for any loss or damage your User Content may cause to you or other people. Although we have no obligation to do so, we have the sole discretion to remove, screen or edit without notice any User Content posted or stored on the Services, and we may do this at any time and for any reason. You are solely responsible for maintaining copies of and replacing any User Content you post or store on the Services. If you authorize third parties to access your User Content through the Services, including through the SMYLS API, you agree that we are permitted to provide to them the User Content, and also agree that we have no responsibility or liability for their use of such User Content.

5. Your Limited License of Your User Content to SMYLS

We do not claim any ownership interest in your User Content, but we do need the right to use your User Content to the extent necessary to operate the Site and provide the Services, now and in the future. For example, if you leave comments on the SMYLS blog or posts on the SMYLS forum, we need your license to display that User Content on the Services, and we need the right to sublicense that User Content to our other Users so that they can view that User Content. If you are a Subscriber and enter timesheet data in relation to a Customer and configure your account to display timesheet data to your Customers, we need your license to that User Content to use it in the operation of the Services, and we need the right to sublicense that User Content to your Customers for that purpose.

Therefore, by posting or distributing User Content to or through the Services, you (a) grant SMYLS and its affiliates and subsidiaries a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, transferable right to use, display, perform, reproduce, distribute, publish, modify, adapt, translate, and create derivative works from such User Content, in the manner in and for the purposes for which the Services from time to time use such User Content; (b) represent and warrant that (i) you own and control all of the rights to the User Content that you post or otherwise distribute, or you otherwise have the lawful right to post and distribute that User Content, to or through the Services; and (ii) the use and posting or other transmission of such User Content does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

If your User Content is intended for the use of other Users (for example, if you issue invoices to Customers or authorize third parties to access your User Content through the SMYLS API), you also grant us and our affiliates and subsidiaries a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, transferable right to sublicense such User Content to such Users for their use in connection with their use of the Services, as described in these Terms.

These licenses from you are non-exclusive because you have the right to use your User Content elsewhere. They are royalty-free because we are not required to pay you for the use of your User Content on the Services. And they are transferable because we need the right to transfer these licenses to any successor operator of the Services. Our rights to "modify, adapt, translate, and create derivative works from" are necessary because the normal operation of the Services does this to your User Content when it processes it for use in the Services.

If you provide any suggestion, enhancement request, recommendation, correction, or other feedback ("Feedback") relating to the Site or Services, you grant SMYLS a worldwide, perpetual, royalty-free, irrevocable, transferable, unrestricted, sub-licensable right and license to use and incorporate such Feedback into its Services.

6. Our Limited License of Content to You

SMYLS grants you a limited, revocable, non-exclusive, non-sublicensable license to access the Services and to view, copy and print the portions of the Content available to you through the Services. Such license is subject to these Terms, and specifically conditioned upon the following: (i) you may only view, copy and print such portions of the Content for your own use; (ii) you may not modify or otherwise make derivative works of the Content, or reproduce, distribute or display the Content (except for page caching) except as expressly permitted in these Terms; (iii) you may not remove or modify any copyright, trademark, or other proprietary notices that have been placed in the Content; (iv) you may not use any data mining, robots or similar data gathering or extraction methods; and (v) you may not use the Services or the Content other than for their intended purpose.

Except as expressly permitted above, any use of any portion of the Content without the prior written permission of its owner is strictly prohibited and will terminate the license granted in this Section, this Agreement and your account with us. Any such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws. Unless explicitly stated herein, nothing in these Terms may be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. The license in this Section is revocable by SMYLS at any time.

You represent and warrant that your use of the Services and the Content will be consistent with this license and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties, or violate any applicable law in Canada, the United States, and any country in which you are using the Services. These laws include economic sanctions. "Economic sanctions" means United Nations Security Council Resolutions requiring states to restrict or prohibit business activities with certain foreign states, individuals and entities of those states, and non-state actors, and the laws, regulations and policies that restrict or prohibit business activities with certain foreign states, individuals and entities of those states, and non-state actors.

To request permission for uses of Content not included in this license, you may contact SMYLS at the address set out at the bottom of these Terms.

7. Using the SMYLS API

This Section contains terms and conditions applicable to your use of the SMYLS API, whether you are a Subscriber or other User, including a developer or operator of a website or application (such a website or application, a "SMYLS API Implementation", and the developer or operator, an "API Developer") who wishes to use the SMYLS API for the purpose of including Content in your SMYLS API Implementation. If you are a Subscriber and you procure a third-party to develop a SMYLS API Implementation for you, this Section applies to your and their use of the SMYLS API, and you are responsible for their compliance with this Section to the same extent as though you were developing the SMYLS API Implementation yourself.

If you are an API Developer and not otherwise a User, your use of the SMYLS API constitutes your agreement to these Terms. We may change these Terms without notice to you by posting new Terms on the Site. It is your responsibility to review the Site for changes to the Terms. If you use the Services after new Terms are posted, your use of the Services constitutes your agreement to the new Terms. If you do not wish to be bound by the new Terms, cease your use of the Services.

If you are an API Developer and not otherwise a Subscriber or other User of the Services, the license set forth in this Section applies to your use of the SMYLS API, and the license set forth in Section 6 does not apply to your use of the SMYLS API. If you are also a Subscriber or other User, the license set forth in Section 6 applies to your use of Content other than the SMYLS API, and this Section applies to your use of the SMYLS API.

SMYLS grants you a limited, revocable, non-exclusive, non-sublicensable license to use the SMYLS API as provided by SMYLS, in the manner permitted by the Terms. Such license does not license any other Content to you, including Subscriber Content. If you wish to use your SMYLS API Implementation to display or deliver any Content provided to us by a Subscriber, you must obtain the prior agreement of that Subscriber to that use, by obtaining a license from the Subscriber, in terms of use governing the use by that Subscriber of your SMYLS API Implementation, for your use of that Content. This limited license is subject to the usage restrictions set forth in Section 6, and any further restrictions set out in your terms of use and privacy policy agreed to by the Subscriber. If you do not present terms of use and a privacy policy to our Subscribers upon their use of your SMYLS API Implementation, you may not use the SMYLS API.

Your use of the SMYLS API is also subject to the following restrictions. You may not:
- interfere or attempt to interfere in any manner with the proper workings of the SMYLS API, or create or distribute any SMYLS API Implementation that adversely affects the functionality or performance of the Services or adversely impacts the behavior of other applications using the SMYLS API;

- misrepresent your identity or intentions when communicating with us in relation to the SMYLS API, use the developer credentials licensed to a different individual or entity, allow your credentials to be used by others, or mask your usage of the SMYLS API;

- use the SMYLS API in association with, or as a component of, any website that in the sole discretion of SMYLS is determined to be obscene or otherwise inappropriate;

- use the SMYLS API for any application that constitutes, promotes or is used in connection with spyware, adware, other malicious programs or code;

- use the SMYLS API in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality;

- replicate, in whole or in part, the "look and feel" of SMYLS with your SMYLS API Implementation;

- include in your SMYLS API Implementation a combination of visual, design, or functional elements that could reasonably be expected to cause confusion between SMYLS and your SMYLS API Implementation among users;

- disparage or otherwise negatively represent SMYLS in your SMYLS API Implementation;

- use the SMYLS API for any application that attempts to replace or replicate the essential user experience or functionality of the Service;
- reverse engineer, decompile or otherwise attempt to extract the source code of the Services or any part thereof;

- circumvent or render ineffective any IP address-based functionality or restriction imposed by the Services;

- circumvent technological measures to prevent direct database access, nor manufacture tools or products to that effect;

- build conversion functionality that converts Content from the Service to a competing product or service; or

- at any time you are operating your SMYLS API Implementation, solicit, interfere with or endeavor to entice away from us any of our Subscribers.

You agree to carefully monitor your use of the SMYLS API and ensure that it remains within reasonable operational limits for both your own server capacity and for ours. You acknowledge and agree that we may impose or adjust the limit on the number of transactions you may send or receive through the Service; such fixed upper limits may be set by us at any time, at our discretion. If we impose such limits, we may describe them on our Site. SMYLS may charge additional fees for the excess. Unused API calls will not roll over to the next period.

You will not attempt to exceed or circumvent limitations on access, calls and use of the SMYLS API, or otherwise use the SMYLS API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of these Terms. SMYLS may monitor your use of the SMYLS API and, if your application(s) does or will connect the SMYLS API to five hundred or more systems, SMYLS reserves the right to limit or suspend access to the SMYLS API by you or your API client(s) and to contact you to discuss the volume and terms of your API calls.

We reserve the right to rate limit other functionality to prevent abuse, spam, denial-of-service attacks, or other security issues.

SMYLS has no responsibility to any person for any use or misuse of any Content obtained through the SMYLS API. If you are a Subscriber, you should consider carefully whether you wish to give an API Developer access to your Content through the SMYLS API. If you wish to revoke access to your Content through the SMYLS API, you should change your SMYLS access credentials or revoke authorization of the SMYLS API Implementation to your Content. Please contact us at support@SMYLS.world if you want assistance doing this.

SMYLS may monitor your use of the SMYLS API for any reason, including but not limited to: quality assurance, the improvement of SMYLS products and services, and for verification of your compliance with these Terms. You shall not interfere with such monitoring or otherwise obscure from SMYLS any aspect of your use of the SMYLS API.
SMYLS may use any technical means to overcome such interference. SMYLS may suspend access to the API by you or your API client without notice if SMYLS reasonably believe that you are in violation of the Terms. You acknowledge that any use by us of your SMYLS API Implementation for such purpose will not constitute our agreement to any terms of use you purport to require us to comply with in such use.

8. Use of Interactive Areas and the Services

The Services may include discussion forums, bulletin boards, review services or other forums in which you or third parties may post reviews or other content, messages, materials or other items on the Services ("Interactive Areas"). If SMYLS provides such Interactive Areas, you are solely responsible for your use of such Interactive Areas and use them at your own risk. User Content submitted to any public area of the Services will be considered non-confidential. You agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Services any of the following:

- any message, data, information, text, music, sound, photos, graphics, code or other material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;

- content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, provincial, state, national or international law;

- content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;

- content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;

- unsolicited promotions, political campaigning, advertising or solicitations;
- personal information of any third party, including, without limitation, addresses, phone numbers, email addresses and credit card numbers, unless that third party has expressly consented to such use;

- viruses, disabling mechanisms, corrupted data or other harmful, disruptive or destructive files;

- content that is unrelated to the topic of the Interactive Area(s) in which such Content is posted; or

- content that, in the sole judgment of SMYLS, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Services, or which may expose SMYLS or its affiliates or its users to any harm or liability of any type.

Finally, SMYLS has a "zero-tolerance" policy towards SPAM: you may not use the Interactive Areas or the Services generally to send commercial or other messages to any third-party if those messages are not solicited, authorized or welcomed by the third-party, and in your use of the Services you must comply with all applicable laws, including laws that apply in any jurisdiction to SPAM and marketing practices, and with any applicable marketing association guidelines on ethical marketing practices.

Any use of the Interactive Areas or other portions of the Services in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Services.

9. Providing a Reliable and Secure Service

We take reliability and security seriously, and put a great deal of effort into ensuring that our service operates all the time, and that it is a secure environment for your data. We use what we believe to be "best-of-class" hosting services and security technologies and services that we believe provide you with a secure and safe environment. More information about these services and technologies is available on the Site.

For example, to safeguard credit card information, SMYLS handles all cardholder data (credit card number, cardholder name, expiration date, service code) in a secure manner that is consistent with the PCI DSS requirement. We use restrictive firewalls to protect stored data and uses 256 bit SSL certificates to encrypt data transferred between you and the Services.

However, no system is perfectly secure or reliable, the Internet is an inherently insecure medium, and the reliability of hosting services, Internet intermediaries, your Internet service provider, and other service providers cannot be assured. When you use SMYLS, you accept these risks, and the responsibility for choosing to use a technology that does not provide perfect security or reliability. In particular, Subscribers who enable auto-billing and choose to store the credit card information of their Customers accept these risks to the security of that credit card information. When storing credit card information using the SMYLS recurring profiles module Subscribers acknowledge that they are aware of, and accept as satisfactory, SMYLS' credit card protection procedure. Credit card data is provided by Subscribers and their Customers, and they are responsible for its protection.

Finally, SMYLS provides the SMYLS API to facilitate the use of the Services with other services on the Internet. If a third party is authorized through your SMYLS account to have access to your User Content through the SMYLS API, we cannot control and are not responsible or liable for the third party's use of your User Content.

10. No Responsibility for Third-Party Services, Sites or Content

As a service to our users, the Site may contain links to third-party websites ("Third-Party Sites") or third-party content ("Third-Party Content") and may provide third-party services ("Third-Party Services"), including payment processors and other payment intermediaries that you may use in connection with your use of the Services. You use Third-Party Sites, Third-Party Content (together, the "Third Party Materials") or Third-Party Services at your own risk.

SMYLS makes no claim or representation regarding Third-Party Materials and Third-Party Services, and provides them or links to them only as a convenience. Inclusion in the Services of Third-Party Materials does not imply SMYLS' endorsement, adoption or sponsorship of, or affiliation with, such Third-Party Materials. SMYLS accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of Third-Party Materials, or websites linking to the Services. When you leave the Services, our terms and policies no longer govern, and when you use Third-Party Services their terms and policies apply. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Materials and Third-Party Services, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party. Examples of such third providers are given in the Schedule to these Terms entitled "Third Party Providers".

The provider of Third-Party Materials and Third-Party Services is solely responsible for such Third-Party Materials and Third-Party Services, the content therein, any warranties to the extent that such warranties have not been disclaimed, any training, support or maintenance for the Third-Party Materials and Third-Party Services, and any claims that you or any other party may have relating to that Third-Party Materials and Third-Party Services or your use of them. You acknowledge that you are purchasing the license to Third-Party Materials and Third-Party Services from the provider of those Third-Party Materials and Third-Party Services; SMYLS is acting as agent for the provider in providing such Third-Party Materials and Third-Party Services to you; SMYLS is not a party to the license between you and the provider with respect to such Third-Party Materials and Third-Party Services; and SMYLS is not responsible for such Third-Party Materials and Third-Party Services, the content therein, or any warranties or claims that you or any other party may have relating to such Third-Party Materials and Third-Party Services or your use of them.

You acknowledge and agree that SMYLS and its affiliates are third party beneficiaries of the End User License Agreement for such Third-Party Materials and Third-Party Services, and that, upon your acceptance of the terms and conditions of the license to any such Third-Party Materials and Third-Party Services SMYLS will have the right (and will be deemed to have accepted the right) to enforce such license against you as a third party beneficiary thereof.

The Services may contain features designed to interoperate with Third Party Services. SMYLS reserves the right to cease providing such features without entitling you to any refund, credit, or other compensation in certain circumstances, including, without limitation, if the provider of the Third Party Service ceases to make the Third Party Service available for interoperation with the corresponding Service features in a manner acceptable to SMYLS.

11. Advertisements and Promotions

SMYLS may run advertisements and promotions from third parties on the Services. Your business dealings or correspondence with, or participation in promotions of, advertisers other than SMYLS, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. SMYLS is not responsible or liable for

any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of third-party advertisers on the Services.

12. Electronic Signature

SMYLS requires your consent to use your electronically recorded signature in the Application. Your electronically recorded signature will constitute your acknowledgment that you accept the terms herein and will be used to create a legally binding agreement.

This recorded confirmation by you will constitute your signature.

13. Warranty Disclaimer

YOUR USE OF THE SITE, SERVICES, SOFTWARE (INCLUDING WITHOUT LIMITATION, THE APPLICATION AND THE SMYLS API), AND CONTENT (COLLECTIVELY, THE "SMYLS SOLUTION"), AND ANY THIRD PARTY MATERIALS OR THIRD PARTY SERVICES IS ENTIRELY AT YOUR OWN RISK, AND EXCEPT AS DESCRIBED IN THIS AGREEMENT, ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SMYLS, ITS SUBSIDIARIES AND AFFILIATES, AND THEIR THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY "SUPPLIERS") DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR CONDITION THAT THE SMYLS SOLUTION OR THIRD PARTY MATERIALS OR THIRD PARTY SERVICES ARE OR WILL (A) BE FIT FOR A PARTICULAR PURPOSE, (B) BE OF GOOD TITLE, (C) BE OF MERCHANTABLE QUALITY; OR THEY DO NOT OR WILL NOT INTERFERE WITH OR INFRINGE OR MISAPPROPRIATE ANY INTELLECTUAL PROPERTY RIGHTS. FURTHERMORE, THE SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED AS TO THE ACCURACY, RELIABILITY, QUALITY OF CONTENT IN OR LINKED TO THE SMYLS SOLUTION. SMYLS, ITS SUBSIDIARIES AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SMYLS SOLUTION IS OR WILL BE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, DATA LOSS, ERRORS, THEFT OR DESTRUCTION.
SOME PROVINCES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CONDITIONS, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM PROVINCE TO PROVINCE.

SMYLS, ITS SUBSIDIARIES AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

14. Limitation of Liability; Indemnity

You waive and shall not assert any claims or allegations of any nature whatsoever against SMYLS, its affiliates or subsidiaries, their sponsors, contractors, advertisers, vendors or other partners, any of their successors or assigns, or any of their respective officers, directors, agents or employees (collectively, the "Released Parties") arising out of or in any way relating to your use of the SMYLS Solution or any Third Party Materials or Third Party Services, including, without limitation, any claims or allegations relating to infringement of proprietary rights, or

allegations that any Released Party has or should indemnify, defend or hold harmless you or any third party from any claim or allegation arising from your use or other exploitation of the SMYLS Solution or any Third Party Materials or Third Party Services. You use the SMYLS Solution or any Third Party Materials or Third Party Services at your own risk.

Without limitation of the foregoing, neither SMYLS nor any other Released Party shall be liable for any direct, special, indirect, incidental, exemplary, punitive, or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use the SMYLS Solution or any Third Party Materials or Third Party Services, including without limitation any damages caused by or resulting from your reliance on the SMYLS Solution or any Third Party Materials or Third Party Services or other information obtained from SMYLS or any other Released Party or accessible via the SMYLS Solution or any Third Party Materials or Third Party Services, or that result from mistakes, errors, omissions, interruptions, deletion of files or email, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to SMYLS or any other Released Party's records, programs or services.

In no event shall the aggregate liability of SMYLS together with the Released Parties, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of the SMYLS Solution exceed any compensation paid by you for access to or use of the SMYLS Solution during the three months prior to the date of any claim. In no event shall SMYLS have or incur any liability, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use any Third Party Materials or Third Party Services.

You shall defend, indemnify and hold harmless SMYLS and the other Released Parties from any loss, damages, liabilities, costs, expenses, claims and proceedings arising out of your use of the SMYLS Solution or any Third Party Materials or Third Party Services, and if you are a Subscriber, from your Customers' use of the Services and from the use of the SMYLS Solution or any Third Party Materials or Third Party Services by any person to whom you give access to your account (including staff or advisors), including any claims made by any person that any of your, and if you are a Subscriber, your Customers', User Content infringes the rights, including the intellectual property rights, of any third party (collectively, "Indemnified Claims"). SMYLS reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Indemnified Claims. You agree to reasonably cooperate as requested by SMYLS in the defense of any Indemnified Claims.

15. Communications

Notices that we give you (other than notice of amendment of these Terms, which is discussed in the introduction of these Terms) may be provided in any number of ways, depending on the circumstances. For example, we may email you or telephone you at the contact information you provide in your Registration Data. Or we may post a notice to Subscribers and Customers in the dashboard area of your account on the Site, or post the notice elsewhere on the Site. When we post notices on the Site, we post them in the area of the Site suitable to the notice. It is your responsibility to periodically review the Site for notices.

Subject to the Privacy Policy, if you send to SMYLS or post on the Site in any public area any information, ideas, inventions, concepts, techniques or know-how ("User Submissions"), for any purpose, including the developing, manufacturing and/or marketing or products or services incorporating such information, you acknowledge that SMYLS can use the User Submissions without acknowledgment or compensation to you, and you waive any claim of ownership or compensation or other rights you may have in relation to the User Submissions. We actively review User Submissions for new ideas. If you wish to preserve any interest you might have in your User Submissions, you should not post them to the Site or send them to us.

16. Applicable Law and Venue

The Services are controlled by SMYLS and operated by it from its offices in Toronto, Ontario. You and SMYLS both benefit from establishing a predictable legal environment in regard to the Services. Therefore, you and SMYLS explicitly agree that this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and all disputes, claims or other matters arising from or relating to your use of the Site, the Content or the Services will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

If you choose to access the Services from locations other than Ontario, you will be responsible for compliance with all local laws of such other jurisdiction and you agree to indemnify SMYLS and the other Released Parties for your failure to comply with any such laws.

17. Termination/Modification of License and Site Offerings

Notwithstanding any provision of these Terms, SMYLS reserves the right, without notice and in its sole discretion, without any notice or liability to you, to (a) terminate your license to use the Services, or any portion thereof and the rights of any third party to which you have granted access to your User Content through the SMYLS API; (b) block or prevent your future access to and use of all or any portion of the Services or Content and the rights of any third party to which you have granted access to your User Content through the SMYLS API; (c) change, suspend or discontinue any aspect of the Services or Content; and (d) impose limits on the Services or Content.

18. Inactive Accounts; Termination of Agreement

If your account is inactive for at least two months (as determined by SMYLS), we may deactivate your account. Deactivated accounts are not deleted – they are placed in storage and can be restored. We will notify you by email if we decide to deactivate your account. If you know in advance that your account will be inactive at some time and don't want us to deactivate it, let us know in advance at support@SMYLS.world. SMYLS reserves the right to charge a data storage fee for storage of the information associated with deactivated accounts. If after your account has been deactivated it stays inactive and we don't hear from you, we may terminate it at any time and without notice.

You and SMYLS may terminate your use of the Services including your agreement to these Terms at any time. If you terminate your use of the Services you must pay the fees applicable for the balance of the then current billing period. When your SMYLS account is terminated, your User Content will, shortly thereafter, not appear on the Services, except for User Content submitted to public areas of the Site such as the blog, forum, or product reviews, which may remain on the Site after termination. We may also retain an archival copy of your User Content after termination, and you hereby grant us a non-exclusive, perpetual, irrevocable license to maintain such archival copy for our internal business purposes.

If these Terms expire or terminate for any reason, Sections 4, 9, 10, 12, 14, 16, 18, and 19, and any representation or warranty you make in these Terms, shall survive indefinitely.

19. Miscellaneous

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. SMYLS may assign any or all of its rights hereunder to any party without your consent. You are not permitted to assign any of your rights or obligations hereunder without the prior written consent of SMYLS, and any such attempted assignment will be void and unenforceable. These Terms constitute the entire agreement between you and SMYLS regarding your use of the Site, the Content, the Add-ons and the Services, and supersede all prior or contemporaneous communications whether electronic, oral or written between you and SMYLS regarding your use of them. The parties confirm that it is their wish that these Terms, as well as any other documents relating to this Terms, including notices, have been and shall be drawn up in the English language only. Les parties reconnaissent avoir convenue que la présente convention ainsi que tous documents, avis et procédures judiciaires qui pourront être exécutés, donnés ou intentées à la suite des présentes ou ayant un rapport, direct ou indirect, avec la présente convention soient rédigée en anglais.

29. Questions and Comments

If you have any questions regarding these Terms or your use of the Services, please contact us here:

SMYLS World Inc.
31 Francine Drive,
Toronto, ON.
M2H 2G5 Canada
(416) 990-4714 (phone)
(604) 218-5596
privacy@SMYLS.world