

## **Praedias Inc. Software Terms and Conditions**

*(as of 25 Apr 2022)*

**NOTE:** This document constitutes the complete set of Terms and Conditions related to the Estate After Care (EAC) software ("Software") from Praedias Inc. Specifically, this document contains the Software:

- a. End User License Agreement;
- b. Terms and Conditions regarding the use of EAC; and,
- c. Disclaimers - disclaimers regarding the use of EAC to include:
  - i. Application disclaimer;
  - ii. External links disclaimer;
  - iii. Professional disclaimer; and,
  - iv. Testimonials disclaimer.

\*\*\*\*\*

### **[Terms and Condition Document START](#)**

#### **General**

1. This End User License Agreement (the "Agreement") governs the acquisition and use of the Estate After Care software (the "Software") directly from Praedias Inc. or indirectly through a Praedias Inc. authorized reseller or distributor (a "Reseller").
2. Please read this Agreement carefully before using the Software. It provides a license to use the Software and contains warranty information and liability disclaimers.
3. If the user (the "Licensee") registers for a free trial of the Software, this Agreement will also govern that trial. By clicking "accept" and/or using the Software, the Licensee is confirming their acceptance of the Software and agreeing to become bound by the terms of this Agreement.
4. If the Licensee is entering into this EULA agreement on behalf of a company or other legal entity, the Licensee represents that they have the authority to bind such entity and its affiliates to these terms and conditions. If the Licensee does not have such authority or if the Licensee does not agree with the terms and conditions of this Agreement, do not use the Software, and the Licensee must not accept this Agreement.
5. This Agreement shall apply only to the Software supplied by Praedias Inc. herewith regardless of whether other software is referred to or described herein. The terms also apply to any Praedias Inc. updates, supplements, Internet-based services, and support services for the Software, unless other terms accompany those items on delivery. If so, those terms apply.

#### **License**

6. Under this Agreement, Praedias Inc. (the "Vendor") grants to the Licensee a non-exclusive and non-transferable license to use the Estate After Care (EAC) Software.
7. "Software" includes the web-based executable computer programs and any related printed, electronic, and online documentation and any other files that may accompany the product.

8. Title, copyright, intellectual property rights, and distribution rights of the Software as originally provided to the Licensee and all subsequent uses of the Software by the Licensee including any modifications made thereto remain exclusively with the Vendor. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software. Praedias Inc. reserves the right to grant licenses to use the Software to third parties.
9. The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties.
11. The Software may not be:
  - a. Edited, altered, modified, adapted, reverse-engineered, translated, changed in whole or in part nor have the whole or any part of the Software be combined with or become incorporated in any other software, or de-compiled in any manner through current or future available technologies;
  - b. Reproduced, copied, distributed, resold, or otherwise be used for any commercial purpose;
  - c. Allowed to be used by any third party on behalf of or for the benefit of any third party;
  - d. Used in any way which breaches any applicable local, national or international law;
  - e. Used for any purpose that Praedias Inc. considers is a breach of this Agreement;
12. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

#### **License Fee**

13. The original purchase price paid by the Licensee will constitute the entire license fee and is the full consideration for this Agreement.

#### **Limitation of Liability**

14. The Software is provided by the Vendor and accepted by the Licensee "as is". Liability of the Vendor will be limited to a maximum of the original purchase price of the Software. The Vendor will not be liable for any general, special, incidental, or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software.
15. The Vendor makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.
16. The Vendor does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software, in general, is prone to bugs and flaws within an acceptable level as determined in the industry.

### **Warrants and Representations**

17. The Vendor warrants and represents that it is the copyright holder of the Software. The Vendor warrants and represents that granting the license to use this Software is not in violation of any other agreement, copyright, or applicable statute.

### **Acceptance**

18. All terms, conditions, and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") on registration of the Software with the Vendor.

### **Term**

19. The term of this Agreement will begin on Acceptance and is perpetual.

### **Termination**

20. This Agreement will be terminated and the License forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of the Agreement for any reason, the Licensee will stop all access and use of the Software. The provisions that by their nature continue and survive will survive any termination of this Agreement.

### **Force Majeure**

21. The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligation under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, war, or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

### **Governing Law**

22. The Parties to this Agreement submit to the jurisdiction of the courts of the Province of Ontario for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the Laws of the Province of Ontario.

### **Miscellaneous**

23. This Agreement can only be modified in writing and signed by both the Vendor and the Licensee.
24. This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.
25. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
26. If any item, covenant, condition, or provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
27. This Agreement contains the entire agreement between the parties. All understandings have

been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

28. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

#### **APPLICATION DISCLAIMER**

The information provided by Praedias Inc. ("we", "us", or "our") in this application is for general informational purposes only. All information in this application is provided in good faith, however, we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information in this application and we assume no responsibility for errors or omissions in the contents of this application. UNDER NO CIRCUMSTANCES SHALL WE HAVE ANY LIABILITY TO YOU FOR ANY LOSS OR DAMAGE OF ANY KIND, WHETHER SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL, INCURRED AS A RESULT OF THE USE OF THIS APPLICATION OR YOUR RELIANCE ON ANY INFORMATION PROVIDED IN THIS APPLICATION. YOUR USE OF THIS APPLICATION AND YOUR RELIANCE ON ANY INFORMATION IN THIS APPLICATION IS SOLELY AT YOUR OWN RISK.

Praedias Inc. reserves the right to make additions, deletions, or modifications to the contents of this application at any time without prior notice.

#### **EXTERNAL LINKS DISCLAIMER**

This application may contain links (or you may be sent through the application) to other websites or content belonging to or originating from third parties or links to websites. Although such external links are periodically checked for accuracy, adequacy, validity, reliability, availability, or completeness by us, WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OFFERED BY THIRD-PARTY WEBSITES LINKED THROUGH THE APPLICATION. WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

#### **PROFESSIONAL DISCLAIMER**

This application cannot and does not contain legal or financial advice. The legal or financial information in this application is for general informational purposes only and is not a substitute for professional advice. Accordingly, before taking any actions based upon such information, we encourage you to consult with the appropriate legal, financial, or other professionals as required by you. We do not provide any kind of legal or financial advice. THE USE OR RELIANCE OF ANY INFORMATION CONTAINED ON THIS APPLICATION IS SOLELY AT YOUR OWN RISK.

#### **TESTIMONIALS DISCLAIMER**

This application may contain testimonials by users of our products and/or services. These testimonials reflect the real-life experiences and opinions of such users. However, the experiences are personal to

those particular users, and may not necessarily be representative of all users of our products and/or services. We do not claim, and you should not assume, that all users will have the same experiences. YOUR INDIVIDUAL RESULTS MAY VARY.

The testimonials on this application are submitted in various forms such as text, audio, and/or video, and are reviewed by us before being posted. They appear on this application as given by the users, except for the correction of grammar or typing errors. Some testimonials may have been shortened for the sake of brevity where the full testimonial contained extraneous information not relevant to the general public.

The view and opinions contained in the testimonials belong solely to the individual user and do not reflect our views and opinions. We are not affiliated with users who provide testimonials, and users are not paid or otherwise compensated for their testimonials.

**[Terms and Condition Document END](#)**