

Veracity Connect Community Terms of Use

Welcome to the Veracity Connect Community. By accessing or using any part of the site, You agree that You are subject to and will comply with these Terms of Use, as We may update them from time to time. This Agreement is between You and Veracity Asset Management Group, Inc., a corporation located at 118 March Street, Sault Ste. Marie, ON, P6A 2Z3

These Terms of Use were last updated on July 1, 2015

1. DEFINITIONS

“Agreement” or “Terms” refers to these Veracity Connect Community Terms of Use in their entirety, include the Participation Guidelines.

“Participation Guidelines” means the Veracity Connect Community Participation Guidelines which all Veracity Connect Community Users must follow.

“Veracity Connect Community” is a community site created for Veracity customers, Partners and prospects accessible via veracityconnect.force.com. The Veracity Connect Community content may include but is not limited to Answers, Help and Training, Collaboration, Ideas, User Groups, Known Issues, Blogs, and New Features. Use and participation in the Veracity Connect Community is subject to these Terms. The names of Veracity Connect Community pages may be updated from time to time.

“We,” “Our” or “Us” means Veracity Asset Management Group, Inc., its affiliates and subsidiaries.

“You” or “Your” means you as an individual, and any company or organization for whom you are using the Veracity Connect Community.

2. YOUR PROFILE AND ACCOUNT

Your first name and last name may be publicly displayed on your Veracity Connect Community account. You agree that all information You submit to the Veracity Connect Community pages, including to profile pages, is accurate and that You will keep it current. If We have grounds to suspect that Your information is untrue, inaccurate or incomplete, we have the right to suspend or terminate Your use of the Veracity Connect Community. It is Your responsibility to maintain the confidentiality of any password associated with Your use of the Veracity Connect Community. You agree that We may send You information and notices regarding the Veracity Connect Community, or Your Veracity Connect Community account by email, text messaging, Veracity Connect Community Private Message or other means based on the information You provide to Us.

3. YOUR RESPONSIBILITIES

You shall:

- Treat other Veracity Connect Community users with courtesy and respect.
- Be responsible for Your compliance with these Terms and all activities occurring within or from your Veracity Connect Community account,
- Use commercially reasonable efforts to prevent unauthorized access to or use of the Veracity Connect Community, and notify Veracity promptly of any such unauthorized access or use, and

- Use the Veracity Connect Community only in accordance with these Terms, for its intended purpose and in compliance with all applicable laws and government regulations.

You shall not:

- Impersonate any other person;
- Falsely say or imply that You are associated with Us, another person or entity;
- Submit content in exchange for payment or other consideration from another person or entity;
- Make the Veracity Connect Community available to anyone else, including sell, resell, rent or lease the Veracity Connect Community;
- Use a Veracity Connect Community in connection with unsolicited commercial messages;
- Violate any anti-spam or similar law;
- Use the Veracity Connect Community to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- Use the Veracity Connect Community to store or transmit malicious code or malware, or to engage in phishing or other fraudulent activity;
- Interfere with or disrupt the integrity or performance of the Veracity Connect Community or any data contained therein;
- Attempt to gain unauthorized access to the Veracity Connect Community, or Veracity or Partner systems or networks;
- Scrape, data extract or data mine, or any related activity, from the Veracity Connect Community or otherwise collect information about other Veracity Connect Community users without their consent; or
- Submit or link to any content (including any name or User ID You use in the Veracity Connect Community)

that:

- o Infringes or violates the intellectual property or other rights of any person or entity;
- o Intentionally interferes with the operation of the Veracity Connect Community;
- o Violates anyone's privacy or publicity rights;
- o Breaches any duty of confidentiality that You owe to anyone;
- o Provides any non-public information about Us or any other company or person without authorization (including the names and contact information for Our employees or Veracity Connect Community users);
- o Is, in Our sole discretion vulgar, offensive, inappropriate, harassing, defamatory, abusive, lewd, pornographic, obscene or otherwise objectionable; or that We reject for any other reason in Our sole discretion;

o Contains or installs any viruses, worms, bugs, Trojan horses, malware or other code, files or programs designed or having the capability to disrupt, damage or limit the functionality of any software or hardware; or

o Contains false or deceptive language, unsubstantiated or comparative claims regarding Our or others' products, advertising, commercial referrals, spam, chain letters, or any other solicitation, including solicitation of lawsuits.

Please remember that You may be providing content for an international audience. Things that do not seem abusive, obscene, or offensive to You might seem so to others.

You are solely responsible for compliance with Your employer's policies and requirements. Furthermore, You are responsible for compliance with any regulatory or legal requirement You may be subject to as a result of Your employment, residence, or role within an organization.

Use of the Veracity Connect Community is at Your sole risk. We may modify the functionality of the Veracity Connect Community and its interface at any time at Our sole discretion, and such modifications may result in a loss of data associated with that functionality. We also reserve the right, in Our sole discretion and without cause at any time, and without notice to You, to remove, or refuse to post any content submitted or posted by You to the Veracity Connect Community.

5. ACCOUNT TERMINATION BY VERACITY

We may suspend or terminate Your access to a Veracity Connect Community immediately without any liability, upon notice, if in Our sole judgment You have violated these Terms or the Participation Guidelines. We may also suspend or terminate Your use of the Veracity Connect Community, or condition Your continued use on additional terms. If Your continued use, in Our sole judgment, poses an undue or disproportionate burden on the Veracity Connect Community, or networks, or if Your activity on the Veracity Connect Community is disruptive or detrimental to other users or the security of the Veracity Connect Community, Your account may be cancelled and You may be banned from future participation in the Veracity Connect Community

6. VERACITY CONNECT COMMUNITY USE ANALYSIS

Veracity may track and analyze your use of a Veracity Connect Community, including, but not limited to, data submitted, for the purposes of helping Veracity improve both the Veracity Connect Community and experience in using the Veracity Connect Community and furthering our understanding of use of a Veracity Connect Community. Veracity may disclose such data about your use of a Veracity Connect Community ('Usage Statistics') to third parties for the purpose of assisting Veracity in such tracking or analysis, or where required by law.

8. TRADEMARKS

VeracityAMG.com, Veracity Connect and other VeracityAMG.com marks used on the Veracity Connect Community are owned by Us and may not be used in any manner without Our express prior written consent.

9. NO WARRANTY

THE VERACITY CONNECT COMMUNITY IS PROVIDED "AS-IS," EXCLUSIVE OF ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER. WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CONTENT POSTED BY ANYONE OTHER THAN US ON THE VERACITY CONNECT COMMUNITY IS THE SOLE RESPONSIBILITY OF THE ORIGINATOR OF THAT CONTENT. WE ARE NOT RESPONSIBLE FOR ANY CONTENT POSTED BY YOU OR ANY THIRD PARTY, WHETHER OR NOT WE REVIEWED OR MODERATED SUCH CONTENT. CONTENT POSTED BY US ON THE VERACITY CONNECT COMMUNITY ARE NOT PART OF ANY USER GUIDE OR LEGAL AGREEMENT. ALL SUCH AFOREMENTIONED CONTENT IS PROVIDED "AS-IS", AND WE DO NOT MAKE ANY REPRESENTATION AS TO ITS QUALITY OR ACCURACY, AND WE SPECIFICALLY DISCLAIM THE ACCURACY, COMPLETENESS, RELIABILITY, USEFULNESS, NON-INFRINGEMENT, QUALITY OR ORIGINALITY OF SUCH CONTENT. WE DISCLAIM ANY RESPONSIBILITY WHATSOEVER FOR ANY CONTENT OR MATERIAL ON THE VERACITY CONNECT COMMUNITY REGARDLESS OF WHO ORIGINATED THAT CONTENT (INCLUDING OUR EMPLOYEES, PARTNERS, AFFILIATES OR MODERATORS).

10. NO DAMAGES

You agree that you bear all risks associated with using or relying upon content on the Veracity Connect Community. IN NO EVENT SHALL WE HAVE ANY LIABILITY HEREUNDER TO YOU FOR ANY LOSSES OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, DATA OR USE, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. INDEMNITY

You agree to indemnify and hold Us and Our subsidiaries, affiliates, officers, agents, and employees harmless from any claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from: (i) Your breach of these Terms of Use or (ii) any claim made by any third party arising out of content You submit to or post on the Veracity Connect Community and your activity on the Veracity Connect Community, including, but not limited to, Your violation of these Terms. Your violation of any rights of a third party.

12. PROPRIETARY RIGHTS AND PRIVACY

You grant to Us a perpetual, worldwide, fully paid up right and license to use, copy, modify, publish, republish, distribute and create derivative works based on, in any form, any content or material You contribute to the Veracity Connect Community. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to all intellectual property rights in the Veracity Connect Community, including but not limited to its user interface, branding, content, ideas, and underlying technology. No rights are granted to You hereunder other than as expressly set forth herein.

13. THIRD PARTY LINKS

The Veracity Connect Community may contain links to third party sites; such linked sites are not under Our control and We are not responsible for the content of any linked site or any link contained in a

linked site. We reserve the right to remove any links at any time. Veracity does not endorse the companies or products to which it links and reserves the right to note such on its web pages. If You decide to access any of the third party sites linked You do so entirely at your own risk.

14. REMOVAL OF MATERIAL UNDER U.S. DIGITAL MILLENNIUM COPYRIGHT ACT

If We receive a notice alleging that material or content You posted on the Veracity Connect Community infringes another party's copyright, We may remove that material in accordance with Title II of the DMCA (Section 512 of the U.S. Copyright Act).

15. ENFORCEMENT

We generally do not pre-screen, verify, edit, monitor or moderate the content posted by users but may do so from time to time in Our sole discretion, including in private groups. We and Our agents reserve the right to investigate any violation of these Terms of Use and to take appropriate remedial action.

Any violation of these Terms may result in the suspension or termination of Your ability to use or participate on the Veracity Connect Community and its associated pages. We reserve the right to enforce these Terms at our sole discretion, including, but not limited to, warning users of violations, disabling or suspending privileges and/or access, deleting, screening or editing any content, or prohibiting any behavior that does not comply with these Terms, or which we otherwise deem inappropriate, harmful, objectionable or inaccurate. Deliberate attempts by You or someone on Your behalf to evade or circumvent the suspension or termination of Your use or participate on the Veracity Connect Community violates these Terms, constitutes an unlawful trespass to Our equipment and systems, and may result in legal action.

We may release information concerning Your use of the Veracity Connect Community (including posted content, registration information, and network records) when We believe release is appropriate to comply with the law (e.g., pursuant to a subpoena, warrant or court order); to enforce or apply these Terms; to protect Our rights or property; to protect against fraudulent, abusive or unlawful use or participation on the Veracity Connect Community; or if We reasonably believe that a situation involving imminent danger of death or serious bodily injury to any person requires disclosure.

No failure or delay by either party in exercising any right under these Terms shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

To report violations of these Terms, please email info@veracityamg.com with appropriate details, including Your contact information.

16. SEVERABILITY

If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of these Terms will remain in effect.

17. MISCELLANEOUS

These Terms of Use do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between You and Us. You may not assign Your rights or obligations under these Terms of Use, whether by operation of law or otherwise, without Our prior written consent.

These Terms shall be governed exclusively by the laws of the Province of Ontario, without regard to its conflicts of laws rules. Each party hereby consents to the exclusive jurisdiction of the state and provincial courts located in Ontario, Canada to adjudicate any dispute arising out of or relating to this Agreement.

Except as expressly stated in these Terms, these Terms constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning their subject matter. No modification, amendment, or waiver of any provision of these Terms shall be effective unless it is by an update to these Terms that we make available on this website, or is in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

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