

# Terms of Use

This Terms of Use govern your use of this Online Application (“**Online Application**”) and our services, including but not limited to our electronic publications, newsletters and/or announcements (collectively, the “**Services**”) which are owned, operated, and provided by DMS Technologies Inc. o/a eBASE (“**eBASE**”, “**we**”, “**our**”, “**us**”). Please read these Terms of Use carefully before using our Online Application and Services. Any person who wishes to use our Services must accept these Terms of Use without change. BY USING THE ONLINE APPLICATION AND SERVICES, YOU ARE INDICATING YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF THESE TERMS OF USE AND ALL RELATED POLICIES AND GUIDELINES OF THIS ONLINE APPLICATION, INCLUDING THE PRIVACY POLICY, AS INDICATED IN THESE TERMS OF USE ARE INCORPORATED BY REFERENCE.

If you are under the age of 18, you must have your parent or guardian read and agree to these terms of use on your behalf. If your parent or guardian has not read and agreed to these terms of use, you do not have permission to use the Online Application and Services.

## 1. Modifications to Terms of Use

These Terms of Use or any other policies or guidelines governing our Online Application and Services are subject to change by eBASE at any time in its sole discretion. Any changes will be effective upon the posting of the revisions on our Online Application and a Terms of Use Policy change email notice will be sent to the identified admin contact on file. Your use of our Online Application and Services will be subject to the most current version of the Terms of Use posted on our Online Application at the time of such use. Your continued use of our Online Application and Services after such changes are implemented constitutes your acknowledgment and acceptance of the changes. Please consult these Terms of Use regularly. IF YOU DO NOT AGREE TO ANY CHANGES TO THESE TERMS OF USE, PLEASE IMMEDIATELY DISCONTINUE YOUR USE OF OUR ONLINE APPLICATION AND SERVICES.

## 2. Privacy Policy

Please click [here](#) to read and review our [Privacy Policy](#), which describes our privacy policies and practices in detail, as we may amend such policy from time to time. We advise you check our [Privacy Policy](#) on a frequent basis for changes. You hereby consent to our use of your personal information in accordance with the terms and for the limited purposes described in our [Privacy Policy](#). By agreeing to these Terms of Us, you acknowledge and agree that certain information about you is subject to our [Privacy Policy](#).

## 3. Who May Use Our Services

Access to all Online Applications and Services require an active membership. Memberships are for use by business entities, academic institutions, or individuals who perform work with, for, or under the organization. A customer account can only be set-up under the legal name of the employer entity (which may include a sole proprietor). Individual members are set-up as “users” under the main membership customer, being the business or organization or related parties. The number of

users depends on the selected services. Individual users must all be employees and/or owners of the business or organization, unless eBASE chooses to make an exception.

- (i) You must be at least eighteen (18) years old to use the Online Application and Services. If you are not eighteen (18) years old or older, your parent or guardian must provide express consent for you to use the Online Application and Services and to disclose personal information to us. Your use of the Online Application and Services is a representation to eBASE that you are at least eighteen (18) years of old or have parental or guardian consent.

#### **4. Registration Obligations**

We may at times require that you register and/or set up an account to use certain portions of our Online Application or Services. In order to do so, you may be provided, or required to choose, a password, user ID, and/or other registration information, including, but not limited to, personal information (collectively, "Registration Information"). You agree and represent that all Registration Information provided by you is accurate and up-to-date. If any of your Registration Information changes, you must update it by sending the corrected Registration Information to us at: [info@eBASEfm.com](mailto:info@eBASEfm.com) or by using the appropriate update mechanism on our Online Application, if available. If eBASE believes that the Registration Information you provide is not correct, current, or complete, eBASE reserves the right to refuse you access to its Online Application or Services. However, eBASE has no obligation to verify the accuracy, currency, completeness or usefulness of any Registration Information that you have provided to us.

If you are accessing our Services on behalf of a body corporate (which includes a company or other organization with legal personality whenever or however incorporated), a partnership, a trust, a joint venture or an incorporated association or organization (the "Company"), by accessing the Services, that Company accepts these terms and you warrant that you are authorized to accept these terms on behalf of such Company.

#### **5. User ID/Password**

- (i) If you register and/or set up an account on the Online Application, you will be solely responsible for maintaining the confidentiality of any user ID, password, and similar information. You may not authorize others to use your user ID, password, or similar information. You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorization, or who has access to any computer on which your account resides or is accessible.
- (ii) If you have reason to believe that your account is no longer secure (for example, following a loss, theft or unauthorized disclosure or use of your Registration Information), you must promptly change the affected Registration Information by using the appropriate update mechanism on the Online Application, if available, or notify us at [info@eBASEfm.com](mailto:info@eBASEfm.com) or as described in our Privacy Policy. We will not be responsible for the unauthorized use of your profile by any other person and disclaim any and all liability that may be associated with such use.

- (iii) We have the right, in our sole discretion, to cancel your username and password without notice to you.

## 6. E-mail Functionality

The e-mail functionality of eBASE notification system cannot be used to distribute Commercial electronic Messages (as such term is defined for purposes of Canada's Anti-Spam Legislation), or any other messages regulated by anti-spam legislation of any other jurisdiction whatsoever. This includes but is not limited to encouraging recipients to engage or participate in a commercial activity regardless of existing or non-existing business relationships, and/or regardless of having obtained express or implied consent. eBASE e-mail notification system must solely be used as intended, including but not limited to: assigning work to users, sending reminders for assigned content, work order assignments, inspection assignments, log assignments, activity completion, changing in settings, obtaining employee/customer feedback etc., and cannot contain any solicitation for services or products.

## 7. User Content

- (i) By using our Online Application and Services, you may have the opportunity to post your own content (such as text, images, and other materials), comments or inquiries (collectively, "User Content") on our Online Application and through our Services. If you are a Service Provider, your Organization may also provide us with User Content about you that we will upload to the Online Application. Any User Content you provide for display on the Online Application is considered non-confidential.
- (ii) When you access certain features on our Online Application and Services that allow you to post and communicate with other users, we urge you not to share any personal information, confidential information, or any other information that you would not want to share with the general public.
- (iii) You agree to only post User Content to which you own all proprietary right, title, and interest, or have a license or written consent from the owner to post such User Content on our Online Application or through the Services. You grant eBASE a worldwide, royalty-free, fully paid, non-exclusive, transferable, sub-licensable license to use, and display User Content for your organization. We acknowledge and agree that you will own all proprietary right, title, and interest in your own User Content.
- (iv) We may, but have no obligation to, review User Content before it is posted and we may refuse to post any User Content for any reason in our sole discretion. Additionally, we may, but we have no obligation to, monitor User Content already posted on the Online Application or Services. We may, but have no obligation to, edit or remove any User Content that we, in our sole discretion, determine to violate any applicable law, these Terms of Use, or the purpose of our Services, or that we determine to be offensive or inappropriate or for any other reason in our sole discretion.

## 8. Confidential Information

Confidential Information is all information provided to eBASE that is not generally known to the public, whether of a technical, business, or other nature (including, without limitation, any employee information, business plans, finances, identity and number of your employees, or contractors and their backgrounds or knowledge), whether or not identified as being proprietary and/or confidential, or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as proprietary and/or confidential.

Confidential Information shall not include (except for any personally identifiable information about an individual that relevant privacy legislation or policies do not allow to be disclosed): (a) any Confidential Information that is in the public domain at the time of its disclosure or which thereafter enters the public domain through no action of eBASE, direct or indirect, intentional or unintentional; (b) any Confidential Information which eBASE can demonstrate was in its possession or known to it prior to its receipt, directly or indirectly, from you; (c) any Confidential Information that is disclosed to eBASE by another party not in violation of the rights of the other party or any other person or entity; (d) any Confidential Information which is either compelled by law or by the order of a court of competent jurisdiction to be disclosed.

eBASE shall (i) not use Confidential Information for any purpose other than providing its Services to you; (ii) not disclose Confidential Information to anyone without your prior written authorization; (iii) handle, preserve, and protect Confidential Information with at least the same degree of care that it affords its own Confidential Information; (iv) disclose Confidential Information only to its employees or subcontractors who require such information in order to perform the Services, and are under confidentiality obligations.

## 9. Proprietary Information

The entire contents of our Online Application, Online Application and Services, including without limitation, all names, designs, graphics, images, illustrations, photographs, artwork, video, audio, software, code, data, text, displays, the Online Application, Online Application and Services' "look and feel", logos, slogans, trade-marks, trade names, service marks, domain names, and the design, selection, arrangement and presentation of the Online Application as a collective work and/or compilation is protected under Canadian copyright, trade-mark, competition and other laws of Canada and other nations, and is owned by us or has been licensed to us. Except as expressly provided in these Terms of Use, nothing contained in this Online Application, Online Application or provided by our Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, service mark, or any other intellectual property. User Content is owned by the person who posted the information on the Online Application, Online Application and Services or the third-party licensor, as the case may be.

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reproduce, modify, display, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, bundle, sublicense, export, merge, loan, rent, lease, assign, share, outsource, host, distribute in anyway, prepare derivative works based on, re-post, make available to any person or otherwise use, either directly or indirectly, any of the Documentation or content in the Documentation, in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise, for any public or commercial purpose, without our prior written consent. You must not permit, allow, or do anything that would infringe or otherwise prejudice our proprietary rights or allow any third party to access the Documentation. The restrictions set out in these Terms of Use do not apply to the limited extent the restrictions are prohibited by applicable law.

## 10. Third Party Content

**If Third Party relationships are requested through customers, we can integrate those services within our software. Under no circumstances does eBASE share client information with Third Parties without authorization from the client.**

- (i) Our Online Application, Online Application and Services may also contain information or materials ("Third Party Content") that are owned or provided by persons other than eBASE ("Third Party Providers"). eBASE makes no representations and warranties with respect to any such Third-Party Content and does not undertake to conduct any independent investigation of Third Party Content. Inclusion of Third Party Content from Third Party Providers with our Online Application or Services does not mean, unless expressly stated otherwise, that eBASE endorses or agrees with such Third-Party Content.
- (ii) You understand that you have no proprietary rights in the Third Party Content and that the Third Party Providers retain all proprietary right, title or interest, including copyright, in their respective Third Party Content.
- (iii) eBASE does not copy, sell, license, transfer, reproduce, modify, reverse engineer, decompile, disassemble, adapt, translate, arrange, bundle, sublicense, export, merge, loan, rent, lease, assign, outsource, prepare derivative works, or share either directly or indirectly for any public or commercial purpose, without the prior written consent of the Third Party Providers.
- (iv) You may not copy, sell, license, transfer, publish, reproduce, modify, display, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, bundle, sublicense, export, merge, loan, rent, lease, assign, share, outsource, host, distribute in any way, prepare derivative works based on, re-post, make available to any person or otherwise use, either directly or indirectly, any of the Third Party Content, in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise, for any public or commercial purpose, without the prior written consent of the Third-Party Providers. You shall use your best efforts to stop any such copying or distribution immediately after you become aware of such use.

## 11. Use of our Online Application and Services

- (i) We expect that you will access and use our Online Application and Services in a professional, responsible, and business-like manner in accordance with applicable laws and treat all users of the Online Application and Services (the "Users") lawfully and respectfully when posting User Content and interacting with Users through the Online Application and Services. By using our Online Application or Services, you have the opportunity to engage in dialogue with representatives of eBASE if you send us emails or contact us through our Online Application. We welcome your questions, suggestions, ideas and other information (collectively "Suggestions") that you communicate to us so long as any such Suggestions, User Content, or interaction is not obscene, illegal, threatening, defamatory, libelous, harmful, abusive, harassing, tortuous, homophobic, sexist, vulgar, obscene, hateful or racially, ethically or otherwise objectionable, invasive of privacy, infringing of third party intellectual property or privacy rights, or is otherwise injurious to third parties.
- (ii) You are not obligated to provide us with Suggestions regarding our Online Application or Services. However, if you do provide us with Suggestions, then we retain all rights to any Suggestions that you may provide to us and you agree to grant us a non-exclusive, worldwide, royalty-free, irrevocable license to use your Suggestions in any commercial manner.
- (iii) You further agree that you must use our Online Application and Services for lawful purposes only and represent and warrant that you will not use our Online Application and Services to;
  - a. e-mail, provide us with or otherwise transmit any Suggestions or User Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
  - b. e-mail, provide us with or otherwise transmit any Suggestions or User Content that infringes, misappropriates, or otherwise violates any third party's copyright, patent, trademark, or other proprietary right of publicity or privacy, or encourages or enables any other party to do so;
  - c. remove any proprietary notices or labels, or any promotional or advertising material, from our Online Application, Online Application and Services;
  - d. e-mail, transmit or send via the Internet any unsolicited or unauthorized advertising, branding, promotional materials, commercial solicitation, political campaigning, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
  - e. impersonate any person or entity or misrepresent your affiliation with any other person, company or entity, including without limitation, using a false email address or misleading us as to your identity when you are on our Online Application or otherwise communicating with us;

- f. upload, e-mail, send via the Internet or otherwise transmit, any software viruses or any other computer code, files or programs designed to interrupt, destroy, alter, or limit the functionality of any computer software or hardware or telecommunications equipment or that imposes an unreasonable or disproportionately large load on the Online Application's infrastructure or limits the functionality of any eBASE or third party computer hardware, software, networks, or hardware or telecommunications equipment;
- g. interfere or attempt to interfere with or disrupt our Online Application, Online Application or Services including but not limited to our servers or networks connected to our Online Application, including attempting to interfere with the access of any other user, host or network, including without limitation, overloading, initiating, propagating, participating, directing or attempting any "denial of service" attacks, "spamming", "crashing", "flooding" or "mail-bombing" our Online Application or disobeying any requirements, procedures, policies or regulations of networks connected to our Online Application, Online Application and Services;
- h. direct bots, spiders, crawlers, avatars, intelligent agents or any other automated process at our computer systems or otherwise, create unreasonable load upon any of our computer hardware, network, storage, input/output or electronic control devices;
- i. intentionally or unintentionally violate any applicable local, provincial, national or international law, rule or regulation applicable in connection with our Online Application, Online Application and Services or any User Content;
- j. modify, adapt, assign, copy, sublicense, translate, rent, sell, reverse engineer, decompile or disassemble any of our Services (except as may be expressly permitted in these Terms of Use), including but not limited to any portion of our Online Application;
- k. Collect, store, distribute, post, revise or delete any User Content or other personal information of other Users without their express consent;
- l. Transmit any Information or User Content known by you to be false, inaccurate, or misleading; or
- m. Transmit any Information or User Content that is intimate, private or that you would not want the public to view or have access to.

## 12. Disclaimer of Warranties/Limitation of Liability

While eBASE uses reasonable efforts to maintain this Online Application and all of its other Services in an up-to-date fashion, to the extent permitted by law, it excludes and does not represent or warrant the completeness, fitness, timeliness, or accuracy of any information contained on this Online Application, or any of its Services, for any purpose whatsoever, whether in English or French and may make changes thereto at any time in its sole discretion without notice. All information and Services provided by eBASE whether in English or French, is provided to members and/or users "as is," "with all faults," "as available," and at the sole risk of members and/or users.

Members and/or users are responsible for how they use the Services, whether in English or French, and without limitation, members and/or users are responsible for how they use, alter, and implement any documents provided as part of the Services.

eBASE Services may require significant bandwidth or data usage. Members and/or users are responsible for all charges incurred from their ISP or mobile network service provider in accessing, downloading, or using eBASE Online Application and Services.

- (i) You understand that we will use commercially reasonable efforts to provide our Online Application, Online Application or Services but we cannot and do not guarantee or promise any specific and intended results from the use of our Online Application, Online Application or Services. You also understand that any information in our Documentation is provided for your own convenience and is for informational purposes only. You acknowledge that any reliance on our Documentation, Online Application and Services will be at your own risk and that you must evaluate and bear all risks associated with the use of our Documentation, Online Application and Services. Any opinions and comments in User Content represent the views and opinions of the person that posted such User Content and in no way represent the views and opinions of eBASE.
- (ii) We cannot and do not guarantee or promise any specific and intended results and benefits, including but not limited to financial or commercial, from the use of our Online Application, Online Application or Services. You acknowledge that any use of our Online Application, Online Application or Services will be at your own risk. you are solely responsible for any use of and results from using our services and Online Application. your use of our services and Online Application is entirely at your own risk.
- (iii) We do not warrant or represent that files or information available for access or downloading from the Internet, hyperlinked Online Applications, our Online Application or any files and emails from us will be free of viruses, worms, trojan horses or other code that may manifest contaminating or destructive properties. YOUR USE OF THE INTERNET IS AT YOUR OWN RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEMS OR LOSS OF DATA THAT RESULTS FROM ANY INTERNET ACCESS OR OUR ONLINE APPLICATION, ONLINE APPLICATION AND SERVICES.
- (iv) YOUR USE OF OUR ONLINE APPLICATION, ONLINE APPLICATION AND SERVICES AND DOCUMENTATION IS AT YOUR OWN RISK. OUR ONLINE APPLICATION, ONLINE APPLICATION, SERVICES AND DOCUMENTATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT OR NON-INFRINGEMENT OR THOSE ARISING OUT A COURSE OF DEALING OR USAGE OF TRADE FOR OUR ONLINE APPLICATION, ONLINE APPLICATION, SERVICES AND DOCUMENTATION. WE MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS REGARDING THE AVAILABILITY APPROPRIATENESS, COMPLETENESS, ACCURACY, OR CURRENCY OF OUR ONLINE APPLICATION, SERVICES OR DOCUMENTATION. FOR GREATER CLARITY, WE DO NOT REPRESENT OR WARRANT THAT: (I) OUR ONLINE APPLICATION, ONLINE APPLICATION OR SERVICES DO NOT AND WILL NOT INFRINGE, OR BE SUBJECT TO ANY INTELLECTUAL PROPERTY CLAIMS, OR A CLAIM OF INFRINGING THE TRADEMARK OR OTHER RIGHTS OF ANOTHER PARTY; (II)



OUR ONLINE APPLICATION OR DOCUMENTATION WILL BE UNINTERRUPTED, FUNCTIONAL, SECURE, RELIABLE, ACCURATE, COMPLETE, CURRENT, USEFUL, SUITABLE, SECURE OR ERROR-FREE; (III) OUR ONLINE APPLICATION OR SERVICES WILL BE SUITABLE, ACCURATE, CORRECT, RELIABLE, COMPLETE, TIMELY, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS AND EXPECTATIONS IN ANY WAY; (IV) ANY DEFECTS IN OUR PLATFORM, SERVICES OR DOCUMENTATION WILL BE CORRECTED; (V) USER CONTENT WILL BE RESPECTFUL, APPROPRIATE, TRUTHFUL, ACCURATE OR IN FULL COMPLIANCE WITH THESE TERMS OF USE; AND (VI) WE HAVE VERIFIED OR ENDORSED ANY THIRD PARTY CONTENT. OUR ONLINE APPLICATION, SERVICES AND DOCUMENTATION MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND WE MAY MAKE CHANGES OR IMPROVEMENTS TO THE ONLINE APPLICATION, SERVICES AND DOCUMENTATION AT ANY TIME.

- (v) IN NO EVENT SHALL EBASE, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, THIRD PARTY PROVIDERS, AGENTS OR ADVISORS ("ASSOCIATED PERSONS") BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF INCOME, LOSS OF PROFITS, LOSS OF ANTICIPATED SALES, LOSS OF OPPORTUNITIES, BUSINESS INTERRUPTION, FAILURE TO REALIZE UNEXPECTED SAVINGS, DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES OR OTHER ECONOMIC OR PERSONAL LOSS ARISING FROM OR IN CONNECTION WITH: (I) YOUR USE OF OR RELIANCE ON ANY USER CONTENT OR THE INFORMATION PROVIDED BY US ON OUR ONLINE APPLICATION, ONLINE APPLICATION, SERVICES OR STATED IN OUR DOCUMENTATION; (II) YOUR USE OF OR INABILITY TO USE OUR ONLINE APPLICATION, ONLINE APPLICATION OR SERVICES; (III) YOUR VIOLATIONS OF TRADEMARK INFRINGEMENT OR OTHER INTELLECTUAL PROPERTY RIGHTS; (IV) ANY FAILURE OF PERFORMANCE OF OUR ONLINE APPLICATION, ONLINE APPLICATION AND SERVICES, WHETHER RELATED TO ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES OR LINE FAILURE; (V) THE UNAUTHORIZED USE OF YOUR ACCOUNT AND PASSWORD BY ANY PERSON; (VI) ANY THIRD PARTY CONTENT OR HYPERLINKED ONLINE APPLICATIONS; (VII) YOUR USER CONTENT OR OTHER INFORMATION THAT YOU TRANSMITTED OR SHARED WITH OTHER USERS OR THE PUBLIC THROUGH OR IN CONNECTION WITH OUR SERVICE; OR (VIII) ANY OTHER MATTERS RELATING TO OUR ONLINE APPLICATION, SERVICES AND DOCUMENTATION, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, FUNDAMENTAL BREACH, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, WHETHER OR NOT WE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT YOU MIGHT INCUR SUCH DAMAGES.
- (vi) WE DISCLAIM ANY AND ALL SUCH ABOVE REPRESENTATIONS, WARRANTIES AND CONDITIONS TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS; CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

**13. System Security**

You are prohibited from using any services or facilities provided in connection with our Online Application, Online Application or Services to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited. eBASE reserves the right to investigate suspected violations of these Terms of Use and to fully cooperate with any law enforcement authorities or court order requesting or directing eBASE to disclose the identity of anyone believed to be violating these Terms of Use.

**14. Termination**

You acknowledge and agree that these Terms of Use shall remain in effect for so long as you use our Online Application, Services or Documentation. You agree that this agreement can only be terminated by you once you have stopped using our Online Application, Services and Documentation. eBASE reserves the right to suspend or terminate your use of our Online Application, Services, and Documentation and remove any User Content from the Online Application and Services at any time, for any reason, with or without cause, without prior notice or explanation, if eBASE believes that you are violating these Terms of Use in any way. If you wish to terminate your account, you may choose to cease your use of the Online Application, Services or Documentation or to send eBASE notification by e-mail at [info@ebasefm.com](mailto:info@ebasefm.com) If you are dissatisfied with our Online Application, Services or Documentation, including these Terms of Use, your sole remedy is to discontinue using our Online Application, Online Application, Services and Documentation.

**15. Last Modified**

These terms of use were last modified on March 26, 2021.