

eCourt™ Terms of Service

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You and Authorized Users who use the Service to share or make available certain Content, are deemed to acknowledge and agree that access to the Content is solely your own responsibility and that of your Authorized Users.

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eCúirt reserves the right to temporarily suspend access to the Service for operational purposes, including, but not limited to, maintenance, repairs or installation of upgrades, and will endeavour to provide reasonable notice prior to any such suspension.

Your obligations under this agreement will remain in effect for as long as you continue to possess or use the Service, and such obligations will be for the benefit of eCúirt, and where applicable of PDFTron Systems Inc., and will be enforceable by PDFTron Systems Inc. as a third-party beneficiary against you.

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You are only permitted to access and use the Service if you are an Authorized User. "Authorized User" means an individual subscriber or the partners, members, employees, temporary employees, and contractors of an organization with a subscription to the Service ("Subscriber"). Authorized Users are required to provide their full legal name, a valid email address, and any other information requested by the Service.

Each Authorized User will be provided with a unique identifier to access and use the Service ("Username"). The Username shall only be used by the Authorized User to whom it is assigned, and shall not be shared with, or used by any other person, including other Authorized Users.

All access to and use of the Service via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Service is strictly prohibited.

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3. SECURITY OF PASSWORDS

Authorized Users shall be responsible for protecting the security of Usernames and passwords, or any other codes associated to the Service known to them, and for the accuracy and adequacy of personal information provided to the Service.

Authorized Users will implement policies and procedures to prevent unauthorized use of Usernames, and will promptly notify eCúirt, upon suspicion that a Username has been lost, stolen, compromised, or misused.

4. PAYMENT, REFUNDS AND ACCOUNT CHANGES

No refunds or credits will be issued for partial use of service, upgrade/downgrade refunds, or refunds for usage with an active account. There are no charges for cancelling an account.

All prices are subject to change upon notice. Such notice may be provided by an e-mail message to the Authorized User, or in the form of an announcement on the Service.

5. CANCELLATION AND TERMINATION

Authorized Users are solely responsible for cancelling their account. Authorized Users may cancel their account at any time by contacting eCúirt.

eCúirt in its sole discretion, has the right to suspend or discontinue providing the Service to any Authorized User without notice for non-compliance with these Terms of Service and pursue any other remedy legally available to it. Upon cancellation or termination of an account, all data associated with such accounts will be immediately, and irrevocably deleted from the Service.

6. LIMITED WARRANTY AND LIMITATION OF LIABILITY

The Service is provided on an "as is", "as available" basis and eCúirt expressly disclaims all warranties, including the warranties of merchantability, durability, or fitness for a particular purpose. eCúirt, its affiliates, or any officer, director, employee, subcontractor, agent, successor, or assign of eCúirt or its affiliates does not warrant that: -

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- (b) the Service will be uninterrupted, timely, secure, or error-free;
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- (d) any price change, suspension or discontinuance of the Service;
- (e) any loss of Content, breach or security, modification to a feature or to the Service itself;
- (f) any loss of Content subsequent to a cancellation or termination of a subscription to the Service;
- (g) statements or conduct of any third party on the Service or the content; or
- (h) any other matter relating to the Service.

The liability of eCúirt to you for the failure of the Service will be limited to a return by eCúirt to you of the amount paid by you for the Licensee Product.

7. MISCELLANEOUS

Technical support is only provided to Authorized Users and is only available through email correspondence.

You acknowledge and agree that eCúirt may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.

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