

## Introduction

By using GetDATS.com ("DATS"), you ("Customer") are agreeing to be bound by the following terms and conditions ("Terms of Service").

Advanced Safety Management Ltd. ("ASM"), the owners of DATS, reserves the right to update these Terms of Service without notice.

Violation of any of the Terms of Service herein may result in the forced Hibernation or Termination of a Customer's DATS account.

## General Conditions

- Your use of DATS is at your sole risk. DATS is provided on an "as is" and "as available" basis.
- You understand and agree that ASM shall not be liable for any damages or losses resulting from your use of DATS or our associated third-party products.
- We'll always be doing our best, but ASM does not warrant that (i) DATS will meet your specific requirements, (ii) DATS will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the DATS will be accurate or reliable, (iv) the quality of any products, services, information, and other material purchased or obtained by you through DATS will meet your expectations.
- You understand that DATS uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run DATS.

## Personal Responsibilities

- You are responsible for maintaining the security of your account and password. ASM will not be liable for any loss or damage from your failure to comply with this security obligation.
- You are responsible for all content posted and activity that occurs within your DATS account.
- You may not use DATS for any illegal purpose or to violate any laws in your jurisdiction (including but not limited to copyright laws).

## Content Uploaded to DATS

- ASM claims no intellectual property rights over the material you upload to DATS. All materials uploaded remain yours.
- All content posted on DATS must comply with Canadian & United States copyright laws.
- ASM does not pre-screen content but reserves the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via DATS.
- I understand that DATS is not HIPAA compliant (USA Customers). No HIPAA data is to be uploaded to DATS in any way.

## ASM Personnel Accessing Your DATS Account

- Your company's DATS account is periodically accessed by ASM personnel to provide Live Help or other coaching activities. We can login as "You" to see what's going on.
- ASM may conduct periodic inspections of your company's account to help ensure that the account is running smoothly and as planned. If you don't want us to ever log in to your company's account without you present, please request a "Black Ops" status from your DATS Coach.

## Modifications > Module & Features

- ASM reserves the right at any time, and from time to time, to modify or discontinue, any part of DATS with or without notice.
- All new DATS Modules or Features shall be subject to these Terms of Service. Continued use of DATS after any changes shall constitute your consent.

## Modifications > Prices

- Subscription prices for DATS, and the associated but optional e-Learning Library, are subject to change with 90 days' notice.
- Notice will be provided through any combination of email, voice mail, phone conversation, and DATS Task.
- International (non-Canadian) customers will have periodic updates to follow currency exchange rates.

## Accounting & Terms

- DATS is offered on a month-to-month subscription basis. You can upgrade, downgrade, hibernate, or cancel at any time.
- DATS Subscription Invoices are submitted between the 16th and 20th of each month.
- Invoices for professional services are issues upon commencement (50%) and completion (50%).
- Invoices are due upon receipt. Stay within 30 days and we are happy!
- Accounts that hit our 30 + day radar screen will receive a communication from an ASM representative inquiring about the late payment. Please respond swiftly. Accounts that hit 60 days automatically trigger an Initial Account Suspension warning.
- Accounts that hit 90 days overdue result in DATS Administrators and all users losing access to DATS until your account is brought back into good standing. A re-instatement fee of \$100 will be applied.
- Accounts in arrears over 6 months result in all data being deleted from DATS without any form of back-up.



## DATS Terms of Service

### Cancellation > by Customer

It's not fun to think about you ever leaving DATS, but we have some plans just in case things don't work out.

You can Hibernate or Terminate your DATS Account at any time.

- Account Hibernation offers you one Global Administrator account so you can have easy access to your data. A monthly fee of \$50 applies for this service.
- Account Termination removes all your data from our system. This is not reversible.

### Cancellation > by ASM

DATS / ASM, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of DATS for any reason at any time. Such cancellation will either result in the Hibernation or Termination of your account. ASM reserves the right to refuse service to anyone for any reason at any time.

### Legal Stuff

You expressly understand and agree that ASM shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if ASM has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

The failure of ASM to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and ASM and govern your use of DATS, superseding any prior agreements between you and the ASM (including, but not limited to, any prior versions of the Terms of Service).

### DATS Copyright

The look and feel of DATS is copyright© Advanced Safety Management Ltd. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML, CSS, JavaScript, or visual design elements without express written permission from ASM.

Questions about the Terms of Service are welcome. Please feel free to contact us.

Scott Chisholm, President

[Scott@GetDATS.com](mailto:Scott@GetDATS.com)

1-866-276-5551