



SimpleSet

Term Of Use

Your use of the SimpleSet software contained in this web site constitutes your express and unconditional acceptance of the terms and conditions contained in this agreement. Please read these terms and conditions carefully. If you do not agree with these terms and conditions, you should not click "agree" and not use simpleset software.

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Agreement

This agreement is made between 329design Inc. (hereinafter "SimpleSet"), a corporation incorporated pursuant to the laws of Canada and you ("the Customer"). This agreement is a legally binding agreement. The Customer may be an individual or organization with a trial, student or paid subscription account to Software.

329design Inc. has created a web-based software by the name SimpleSet (hereinafter also referred to as the "Software"), which is designed to be used by licensed healthcare practitioners. The Customer wishes to subscribe and use the Software, subject to the terms and conditions as set out herein.

Acceptance of Terms of Use

By using the Software, the Customer accepts the terms and conditions of use as set out herein, as may be unilaterally amended by SimpleSet from time to time (the "Terms of Use"). The Customer will be notified by email of changes to these Terms of Use. The Customer is also advised to visit the SimpleSet web site periodically to review the then-current Term of Use for this Software.

By using the Software, the Customer acknowledges that the Customer has read, understands and agrees with the Terms of Use and the SimpleSet Privacy Policy.

The Customer's continued use of the Software signifies the Customer's continued agreement to be bound by the Terms of Use.

The Customer represents and warrants that the Customer has full legal authority to enter into the agreement constituted by these Terms of Use on the Customer's own behalf and on behalf of any person or entity the Customer represents.

Limited Right to Use

Ownership

The Software is and remains wholly owned by SimpleSet. All materials and content contained in the Software shall remain the property of SimpleSet and are protected by intellectual property laws, including copyright that may apply to software throughout the world. The Customer shall not use SimpleSet's intellectual property and digital media outside the function of the Software service unless prior express written permission is received from SimpleSet.

Limited License

By subscribing for the use of the Software, SimpleSet grants the Customer a limited, revocable, non-transferrable, non-exclusive, license to use the Software corresponding to the terms as outlined in Section 'Types of Licenses', respecting the type of license for which the Customer has subscribed.

Without limiting the generality of the foregoing, the Customer is expressly prohibited from:

1. distributing or copying the Software;
2. including the Software in or with any product or service that the Customer sells;
3. reverse engineering the Software.
4. using the Software in contravention of the type of License assigned to the Customer as described in the section "Type of License"

Types of Licenses

Notwithstanding the foregoing, nothing in these Terms of Use shall be construed as conferring any right to the Customer under any copyright of SimpleSet or any other person who owns copyright in the Software.

Without limiting the generality of the foregoing, the Customer shall be bound to the terms as defined under the particular licenses for which the Customer has subscribed. Customers who do not adhere to the specific applicable license terms, as defined below, will be considered in violation of these Terms of Use and subject to Section 'Right to Suspend'.

Health Sciences Student License

1. Limited Health Sciences Student License granted to one single individual Health Sciences Student attending full-time health sciences study at a legitimate educational institution. Customer must provide a valid confirmation of enrollment prior to receiving a Health Sciences Student License. Focus of the program of study must include any one of the following: all Healthcare professions, Kinesiology, Human Kinetics, or Exercise Physiology.
2. Health Sciences Student Licenses will be valid for six (6) months following account activation. The license can be extended by request to SimpleSet as long as the Customer is still a full-time student enrolled in a program as specified above.
3. Only one Health Sciences Student License will be granted per Customer during the lifetime of SimpleSet. Individual health sciences student Customers are expressly prohibited from registering multiple trial accounts or providing other individuals access to their account.
4. Health Sciences Student Licenses will be limited to: one active session of the Software open at any given time; a maximum of five (5) of the following services per day: pdf

generations, prints, emailing of programs; and any other restrictions as expressed at any time by SimpleSet.

Trial License

1. A Trial License is a limited license granted to one single individual Customer who is a healthcare practitioner.
2. Trial Licenses will be valid for thirty (30) days immediately following the creation of the account.
3. Only one Trial License will be granted to any given Customer during the lifetime of SimpleSet. Individual Customers are expressly prohibited from: registering multiple trial accounts or providing other individuals access to their account.
4. Trial licenses will be limited to: one active session of the Software open at any given time to be used only by the account owner; and any other restrictions as expressed at any time by SimpleSet.

Individual Professional License

1. Individual Professional License will be granted to one single individual healthcare practitioner Customer.
2. Individual Professional License will be valid for the time frame established in the Customer's subscription.
3. Individual Professional License Customers are expressly prohibited from providing other individuals access to their account.
4. Individual Professional License Customers will be limited to: one active session of the Software open at any given time to be used only by the account owner; and any other restrictions as expressed at any time by SimpleSet.

Custom Professional License

1. Custom Professional Licenses are reserved for the use of the Software within facilities containing multiple individual Customers. Within these facilities, multiple healthcare practitioners can be granted access to the Software under the terms of the Custom Professional License Contract.
2. A Custom Professional License will be granted by the execution of a Custom Professional License Contract, the terms of which will be agreed upon between SimpleSet and the Customer. These terms may include, but are not limited to: The number of healthcare practitioners and facilities permitted to use the Software under the Custom Professional License; and the term length of the Custom Professional License.
3. Custom Professional License Customers are expressly prohibited from: providing access to the Software any individual who is not expressly agreed upon under the terms of the Custom Professional License Contract; using the Software in association with facilities not defined in the Custom Professional License Contract; and any other conditions as expressed in the Custom Professional License Contract.

Privacy

The Customer's use of the Software is subject to the SimpleSet Privacy Policy, and the Privacy Policy is incorporated into this agreement by reference. To review the Privacy Policy, follow this link: <http://simpleset.net/privacy.htm>. Your continued use of the Software constitutes your acknowledgement that you have read the Privacy policy and your express acceptance of the SimpleSet Privacy Policy, as the same may be unilaterally amended by SimpleSet from time to time. Customers will be notified by email of changes to the Privacy Policy.

Trade-marks

The trade-marks used in the Software or on the website are the property of or licensed to SimpleSet. The Customer has no right to use any such trade-marks, and nothing contained in these Terms of Use grants any right thereto to the Customer without express, written permission from SimpleSet.

Limitation of Liability and Indemnity

In no event shall SimpleSet, its directors, employees, agents and assigns be held liable for any direct, indirect, special, incidental, punitive or consequential damages (including without limitation loss of profits, cost of replacement of goods, loss of or damage to data) claimed by any person or entity, arising out of or in any way connected with the Customer's use of the Software, the Customer's inability to access the Software or the Customer's reliance on the Software, whether such liability is based on contract, tort, statute, strict liability or other legal theory.

Notwithstanding the above, in no event shall SimpleSet be held liable for any damage in excess of 6 months of the Customers subscription cost.

The Customer agrees to indemnify, defend and hold harmless SimpleSet, and its representatives from and against any and all third party claims, liabilities, damages, losses or expenses (including reasonable solicitor fees and costs) arising out of, based upon or in connection with the Customer's or End-User's use of the Software.

Disclaimers

This Software is provided on an "as is" and "as available" basis. SimpleSet assumes no responsibility for accuracy, correctness, timeliness or content of the Software. The Customer should not assume that the Software will be continuously updated. SimpleSet is not responsible for supplying content or materials that have expired or have been removed from the Software. To the fullest extent available at law, SimpleSet disclaim making any representations and warranties of any kind whatsoever in respect of the Software. SimpleSet disclaims all express and implied warranties including, without limitation, those of title, merchantability, fitness for a particular purpose, non-infringement of proprietary rights and those arising by law, under statute, in trade, by course of dealing or otherwise.

Subscriptions and Payments

A valid method of payment is required for all paying accounts with respect to the Software. Payment will be collected using the method agreed upon between the paying Customer and SimpleSet, and will include: credit card, cheque, Interac e-transfer, or electronic funds transfer. Subscriptions will be recurrently billed to the paying Customer on the agreed payment frequency associated with their subscription until cancelled by the Customer. Payment is non-refundable, even if the Customer cancels the Customer's subscription part way through a period for which the Customer has already paid. All listed fees are exclusive of taxes, levies or duties imposed by any taxing authority.

Any modifications to Custom Professional Licenses that affect the subscription rate will immediately be applied to the account.

Right to Suspend

SimpleSet, in its sole and absolute discretion, may change, suspend or discontinue any aspect of the Software at any time, including the availability of any feature, database or other material. SimpleSet may also impose limits on certain features and services or restrict the Customer's access to parts or all of the Software, without notice to the Customer.

Cancellation and Termination

The Customer is solely responsible for properly cancelling the Customer's account. Customers can terminate their account at any time by contacting 329design Inc. Our contact information is detailed below. Cancellation will take effect immediately upon the Customer cancelling the Customer's account. A Customer will cease to have an active subscription and access to SimpleSet on the date of expiry on their last paid invoice. The Customer's data will be retained as outlined in the Data Retention section below.

A Trial Customer's access will cease at the end of the 30-day Trial period and their data will be retained as outlined in the Data Retention section below.

A Student Customer will cease to have access to SimpleSet after the 6-month Student account period, unless they notify SimpleSet Customer Service to renew their account for an additional 6 months, and data will be retained as outlined in the Data Retention section below.

Data Retention

SimpleSet will retain your data as part of the service provided as long as you are a Customer of SimpleSet. A customer will cease to have access to SimpleSet on the date of expiry of their account and/or their last paid invoice. Customers will be able to export their data at any time prior to this date.

Simpleset will retain your data for up to 90 days following the date of expiry of your account. Data will be available for export during this period upon request. Customers can request SimpleSet to continue to store their data at a specified subscription cost.

SimpleSet is not directly responsible for health and medical records retention requirements as set forth by each applicable territory and/or jurisdiction. Data retention requirements vary depending on your individual jurisdiction. Please review the legislation or guidelines of your jurisdiction. SimpleSet may retain your data to the extent necessary to comply with our legal obligations.

Customers can update their information, terminate their account or remove their personal information at any time by contacting us. Our contact information is detailed below.

Applicable Laws

This agreement shall be governed by the Laws of the Province of Saskatchewan. The Customer does hereby attorn to the jurisdiction of the Courts of the Province of Saskatchewan. Any action commenced pursuant to this agreement shall be brought through the Courts of the Province of Saskatchewan.

Amendments

These Terms of Use may be amended by SimpleSet at any time and without prior notice to the Customer. SimpleSet will make a current version of the Terms of Use available on its web site. The Customer is encouraged to stay up-to-date as to the current Terms of Use. Active Customers will be notified by email of changes to the Terms of Use. SimpleSet shall not be held liable for the Customer's lack of knowledge of amended Terms of Use. The Customer's continued use of the Software after a change to the Terms of Use constitutes express acknowledgement that the Customer has read and understands the amended Terms of Use.

Assignment

This agreement shall not be assigned by the Customer without written approval from SimpleSet. SimpleSet may assign this agreement to another party without prior knowledge or consent of the Customer.

Severance

If any portion of this agreement is found to be invalid or unenforceable at law, the remainder of the agreement not found invalid or unenforceable shall remain in force and be of full effect.

Entire Agreement

Except where expressly stated otherwise herein, this agreement is the entire agreement between the parties with respect to the Software. No other representations, warranties,

covenants, agreements or communications, whether express or implied, either oral or written, shall form part of this agreement.

Enurement

This Agreement shall enure to the benefit of, and be binding upon, the Customer and the Customer's heirs, executors, administrators, personal representatives, successors and permitted assigns, and upon SimpleSet and its successors and assigns.

The foregoing terms and conditions were last amended on September 18th, 2019

Contact Us

If you have any questions regarding this Terms of use, you can contact SimpleSet at info@simpleset.ca,

via phone at 1-855-773-8776

via postal mail at:

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Note: The latest documents are always available on the policy website (<http://grc.329design.ca/policy/login>) by login in as guest. Be sure to check there to get the most up to date version