

## Terms and Conditions

Updated July 28, 2017

Rapid Evac Emergency Communications Inc.  
Hereinafter referred to as "Tap Report"

### Starter Kit Terms

**"Delivery" is herein defined as:** the date in which the Starter Kit package arrived at the Customer's address provided at the time of purchase.

**"Cancellation Period" is herein defined as:** 30 calendar days after Delivery.

**Kit Contents.** The Starter Kit includes:

- 1 leased Scanner: free for initial 14 days upon Delivery. Lease commencing thereafter at a rate (Quoted) per month per Scanner (see Leasing Terms below).
- 10 complimentary Smart Tags: the Customer may keep the Smart Tags, even after cancellation.
- Smart Tag usage: free for initial 14 days upon Delivery. Monthly service commencing thereafter at a rate (Quoted) per month per Smart Tag.
- 1 free Property Setup: Tap Report will add the Customer's company / buildings and floors into the system.

**Kit 30 Day Money-Back Guarantee.** If for any reason the Customer is not completely satisfied with the service, the Customer shall simply send the Scanner in original condition, to Tap Report, along with written notice to Tap Report within the Cancellation Period. Upon receipt of the Scanner within the Cancellation Period, Tap Report shall refund the initial purchase price of the Starter Kit to the Customer, and waive any account balance which may have accumulated.

**Minimum Order.** In order to maintain our low prices, Tap Report kindly requests a minimum order of \$45 per month per account.

### Worry-free Scanner Leasing Terms

**Duration.** The lease of a Scanner may be terminated at any time, at no additional cost to the Customer, upon written notice from the Customer and the return of the undamaged Scanner.

**Warranty.** If a Scanner suffers any hardware or software failure, not caused by carelessness or misuse, Tap Report shall exchange the scanner at no additional cost to the Customer.

**Age Replacement.** Once a Scanner has been leased for a period of 36 months, Tap Report shall exchange the scanner at no additional cost to the Customer.

**Damage, Loss & Theft.** If a Scanner is either damaged from miss-use, lost, or stolen, the Customer may request a replacement unit and shall pay the lesser of the following:

- The purchase value of a new Scanner at such time, or;
- The balance of the 36 month lease.

## General Terms

**Software Updates.** The Customer acknowledges that the services may, from time to time, change for the best interest of Tap Report and the Customer. Features may be added, modified, or removed at Tap Report's sole discretion, provided said changes do not detract from the essence of the services.

**Terms of Payment.** The Customer shall be invoiced by Tap Report every billing period, one (1) month. Payment shall be made within thirty (30) days of receipt by the Customer of Tap Report invoice. Past due invoices shall accrue interest at the rate of 2% per month until any past due amount, including accrued interest, has been paid in full. Accounts in arrears may be deemed in default by Tap Report at any time.

### Tap Report's Obligations.

- a. Tap Report will provide the services to the Customer provided that the Customer is current with its obligations to pay for the services;
- b. Tap Report will maintain records of all usage-related history for a period of seven (7) years, including, but not limited to, records of messages sent and received, reports, and billing records;
- c. Tap Report will maintain records of the Customer's global settings, at all times while providing the services. The global settings include, but are not limited to customer account information, role permissions, and names of properties, buildings, floors/areas;
- d. Tap Report will make records of all information listed above (3.b & 3.c) available to the Customer for download in electronic format upon request by the Customer;
- e. Notwithstanding the foregoing, Tap Report's obligations to maintain records of any kind will terminate upon termination of the services;
- f. Tap Report shall treat all the Customer's records as confidential and Tap Report will not provide the Customer's records to any third parties without the Customer's prior written consent.

### The Customer's Obligations.

- a. The Customer shall assume the responsibility for maintaining the confidentiality of access codes and/or passwords supplied by them or by Tap Report for use in connection with the services;
- b. The Customer shall assume the responsibility for governing any User that the Customer authorizes to use the System;
- c. The Customer shall manage its own records, and Tap Report is not responsible for any User deleted, altered, incorrect or out-of-date data;
- d. The Customer shall not misuse the services, outside of normal acceptable use;

- e. The Customer shall not permit others to abuse or fraudulently use the services;
- f. The Customer's use of the services shall not be in contravention of any Canadian or International Laws;
- g. The Customer, while using the services over the internet or phone, will respect the privacy of others, and will not operate in a manner considered to be obscene or obstructive;
- h. The Customer shall be responsible for all costs and expenses, including reasonable legal fees and disbursements incurred by Tap Report in connection with any legal collection or other proceeding brought by the Customer.
- i. The Customer shall not use the services to send or cause to send Unsolicited Commercial Email / Phone Calls ("Spam") to other Internet / Phone users. The Customer will be held liable for and will indemnify Tap Report from any fines or claims for damages resulting from Spam initiated by the Customer or its employees or agents.

**Consequences of Misuse.** Notwithstanding anything to the contrary in this document, Tap Report reserves the right to withhold the provision of the services without written notice if Tap Report determines at its sole discretion that the Customer has breached its obligations pursuant to this document. Tap Report shall not provide any refund for services not provided as a result of a breach of the Customer's obligations.

**The Customer's and Third Party Equipment.** Tap Report makes no representation of warranties, whether expressed or implied with respect to the reliability of the equipment of common internet, wireless providers, or the Customer.

**Force Majeure.** Neither Customer nor Tap Report shall be liable for any failure or delay in performance or a breach of the terms under this document due to conditions beyond its control including, but not limited to, Force Majeure, Acts of God, wars, riots, insurrections, natural disasters, fires, acts of terrorism, strikes, lock-outs, civil unrest, hardware failure, software failure, power failure, failure of Internet connectivity, telephone line failure, and /or any other cause beyond reasonable control that have the effect of disrupting, interfering and/or obstructing the provision of the services.

**Currency.** All dollar amounts stated herein are in Canadian Dollars.

**Governing Law.** The sale of services herein will be governed by, and construed in accordance with the laws of the Province of Ontario.

**Intellectual Property.** Although constructive feedback is encouraged, feedback, intel, requests, or ideas between the Customer and Tap Report will become the property of Tap Report. The Customer will not be entitled to any compensation or royalties, unless mutually agreed upon prior in writing by the parties.