RouteSmart Technologies, Inc.
Terms of Use

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2. Registration Obligations/Password and Account Security
Only existing, authorized RouteSmart customers who register may use the designated secure portion of the Site to receive online support service from RouteSmart and to participate in the online user forum through the Site. To register, customers agree to: (a) provide true, accurate, current and complete registration information (such information being the “Registration Data”) and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

Registered customers will receive a password, account designation or other identifying information upon completing the Site registration process and acceptance of your registration by RouteSmart. This will provide access to nonpublic, restricted portions of the Site. When you become an authorized user of any restricted area, you are responsible for maintaining the security and confidentiality of your password and account and are fully responsible for all activities that occur under your password or account.

Your RouteSmart account information and profile are unique to you and password protected so that, other than RouteSmart employees who need to know, only you have access to this information. Although we have taken these precautions, no security system is impenetrable. We recommend that you do not divulge your password to anyone. Remember to sign out of your RouteSmart account and close your browser window when you have finished. This is to ensure that others cannot access your information. If you know or suspect that your password or account information has been compromised, you should immediately notify RouteSmart of any unauthorized use of your password or account or any other breach of security and request that it be changed. Access or use by unauthorized persons is prohibited; any information with respect thereto may be shared with law enforcement and may result in criminal and/or civil prosecution. RouteSmart is not liable to you or any third party for and expressly disclaims liability for any loss you may incur. While RouteSmart endeavors to secure your registration and account information and profile using commercially reasonable means, no data transmission over the internet can be guaranteed to be 100% secure. As a result, while we strive to protect your Registration Data, RouteSmart cannot ensure or warrant the security of any information you transmit through your use of the user forum, or online services and your submission of any material is at your own risk. Once we receive your transmission, we make every effort to protect its security on our systems.
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3. Online User Forum/User Conduct
All information, data, messages or other materials transmitted are the expressions, opinions and sole responsibility of the person from whom such material originated. This means that you and not RouteSmart are entirely responsible for all downloads, uploads and/or emails transmitted via the Site. You should verify all statements and do your own testing and due diligence before using any advice recommended through the user forum. RouteSmart may, but is not obligated to, monitor or review any areas on the Site where users communicate with each other or otherwise transmit or post Communications or the content of any Communications. Under no circumstances is or will RouteSmart be liable in any way for any such Communications, your or another user’s use of the Site or any Licensed Content, including but not limited to any errors or omissions in any Licensed Content or for any loss or damage of any kind incurred as a result of the use of any Licensed Content via the Site.

You agree not to use the Site to:
(a) email, post via the user forum, or otherwise transmit anything that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful or racially, ethnically or otherwise objectionable;
(b) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with RouteSmart or any other person or entity;
(c) forge headers or otherwise manipulate identifiers in order to disguise the origin of anything transmitted through the Service;
(d) email or otherwise transmit anything that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
(e) email or otherwise transmit anything that infringes any patent, trademark, trade secret, copyright or other proprietary right (“Rights”);
(f) email or otherwise transmit any unsolicited or unauthorized advertising or promotional materials;
(g) email or otherwise transmit any material containing software viruses or any other malicious, computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware, telecommunications equipment or database;
(h) interfere with or disrupt the Site or servers or networks connected to the Site or disobey any requirements, procedures, policies or regulations of networks connected to the Site or otherwise impose an unreasonable or disproportionate burden on the Site;
(i) intentionally or unintentionally violate any applicable local, state, national or international law, rules or regulations;
(j) attempt to circumvent any security features or take any action intended or designed to compromise the privacy or security of the Site, users or other visitors.

4. Indemnity
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15. Violations
Please report any violations of the Terms of Use to customer service.

The parties acknowledge that they have required that these Terms of Use be prepared and provided in English. Les parties reconnaissent qu’elles ont exigé que la présente convention soit rédigée en anglais.