

Terms of Service

Latest Update: December 2022

Thank you for being a part of the [ISAAC](#) family! We are excited to offer you a variety of tools and we hope that you will enjoy using our mobile application, [ISAAC Connect](#). Please read these Terms of Service (the “[Terms](#)”) carefully before using [ISAAC Connect](#). These Terms are the binding contract between you, the user, and [ISAAC Instruments](#), Inc (“[ISAAC](#)” or “[we](#)”).

By accessing and using the [Services](#) (see below for definition) including downloading, installing and using [ISAAC Connect](#), you are agreeing to these Terms. If you do not agree with all of these terms, you must immediately stop using [ISAAC Connect](#).

The download and use of [ISAAC Connect](#), is also subject to additional terms and restrictions including [Apple Media Services Terms and Conditions](#) and [Google Play Terms of Service](#).

We also care about your personal data and strongly suggest you read our [Privacy Statement](#) for information on how we collect, store, use and process your personal data. Your use of our service is subject to our Privacy Statement.

The parties hereto confirm that they have requested that these Terms of Service and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

Important Notice

The Following paragraph is not applicable to residents of certain jurisdictions like the province of Québec. For Québec residents, the Québec Consumer Protection Act applies.

These Terms include a mandatory arbitration clause that also includes a class action waiver. In simpler terms, you agree to resolve any disputes through individual arbitration, and you waive your right to submit disputes to a judge or jury, or to participate in a class action, class arbitration, or representative action. These Terms also include important disclaimers, warranties and limitations on liability.

Contacting Us

You can contact us regarding any notices, questions, complaints or claims, with respect to [ISAAC Connect](#) at:

ISAAC Instruments, Inc
1300 Clairevue Blvd W
Saint-Bruno-de-Montarville, QC J3V 0B7, Canada
support@isaacinstruments.com

Understanding the Terms

The following expressions and definitions apply to these Terms:

- “Client” means an entity which has a contract with us to provide you access to [ISAAC Connect](#).
- “Losses” means claims, penalties, fees, damages (both direct and indirect), fines, costs and expenses.
- “Personal Data” means any data that can directly or indirectly identify an individual.
- “Representatives” means our employees, directors, officers, licensors and service providers.
- “Usage Rules” means [Apple Media Services Terms and Conditions](#) or [Google Play Terms of Service](#) that govern your use of Apple or Google’s services.

Our Services

To understand these Terms, it is also useful to tell you more about us. The [ISAAC Connect](#) is a piece of software customized for iOS and Android mobile devices that provides a variety of services to keep drivers connected to their dispatch when they are not in the cab in a controlled environment. Through [ISAAC Connect](#), you can access a variety of services including:

- Exchange messages with your employer;
- View documents shared with you through messaging;
- View your remaining hours of service (updated on-demand, or every 5 minutes automatically);
- Request a copy of your hours of service;
- Provide or modify date and time of next departure and return;
- View your planning; and
- View some of the reports available on ISAAC InRealTime through [ISAAC Connect](#).

(Together, our “[Services](#)”)

We reserve the right to make changes on how we operate and provide our [Services](#), including adding new services or modifying or discontinuing existing services at our sole discretion.

Scope of these Terms

When you download [ISAAC Connect](#) through Apple App Store or Google Play Store, [ISAAC Connect](#) is licensed to you for use only under these Terms. We reserve all rights not expressly granted to you. We give you a non-transferable, non-exclusive, non-sublicensable license to install and use [ISAAC Connect](#) on any devices that you own or control and as permitted by the [Apple Media Services Terms and Conditions](#) and [Google Play Terms of Service](#).

You consent to receive updates or upgrades to [ISAAC Connect](#) automatically through the Internet without providing further consent each time. These Terms will also govern any updates of [ISAAC Connect](#) provided by us, unless separate Terms are provided for such updates. We are not responsible if your device does not support the updates or upgrades.

When you download and use [ISAAC Connect](#), we will be able to access and adjust the content of [ISAAC Connect](#) and your personal information, and that our use of such material and information is subject to our Privacy Statement.

Nothing in these Terms should be interpreted to restrict third-party terms including our Clients'. When using the [ISAAC Connect](#), you must ensure that you comply with applicable third-party terms and conditions.

Access to the Services

- **Account.** Using our [Services](#) and accessing your Content requires a Fleet number, Driver ID and password. Your employer provides you with this information. Your account is valuable, and you are responsible for maintaining its confidentiality and security. We are not responsible for any losses arising from the unauthorized use of your account. Please contact us if you suspect that your account has been compromised.
- **Age Restriction.** We require all users to be at least 18 years old to use [ISAAC Connect](#).
- **Legal Compliance.** You acknowledge and agree that you will comply with all applicable laws, including export control laws and regulations, as well as applicable economic sanctions laws and regulations for the entire duration of your use of the [Services](#).
- **Service Interruption.** You understand that your access and use of the [Services](#) may at times be interrupted for numerous reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance, or repair of the [Service](#) or other actions that we may take at our sole discretion. We are not responsible for any loss incurred by you caused by service interruption.
- **Technical Requirements.** We do our best to keep [ISAAC Connect](#) updated, so it complies with the latest firmware versions, but we do not grant you the right to claim such an update.

Beta Services

We may, from time to time, invite you to try features and services that are in development and not yet available to the public ("Beta Services") for the purpose of testing and evaluation. Beta Services are not considered "[Services](#)" under these Terms, however, all restrictions, [ISAAC](#) reservations of rights and your obligations concerning [Services](#), and Intellectual property rights will equally apply to your use of Beta Services.

Your use of Beta Services may be subject to specific third-party terms, for example beta distribution and testing platforms, and you must ensure that you comply with applicable third-party terms and conditions.

Since Beta Services will be at an early stage of development and not fully tested, Beta Services may contain bugs, errors and other problems and you accept the Beta Services “as-is” and to the extent permitted by law, [ISAAC](#) disclaims any liability, warranties and indemnities out of or in connection with Beta Services. You must promptly report any errors, defects, or other deficiencies in the Beta Services to us. We may discontinue Beta Services at any time at our sole discretion.

Our Intellectual Property Rights

The [Services](#), including but not limited to content, graphics, user interface and the scripts and software used to implement the [Services](#), contain proprietary information and material that is owned by [ISAAC](#), its licensors or content providers, and is protected by applicable intellectual property and other laws, including but not limited to copyright.

You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the [Services](#) for personal, noncommercial uses in compliance with these Terms. No portion of the Content or [Services](#) may be transferred or reproduced in any form or by any means, except as expressly permitted by these Terms.

You agree not to modify, rent, loan, sell, share, or distribute the [Services](#) or content in any manner, and you shall not exploit the [Services](#) in any manner not expressly authorized.

You agree not to transmit any Content that infringes, misappropriates or violates a third party’s intellectual property rights, including but not limited to patent, copyright, trade secrets, and trademarks.

The [ISAAC](#) name and logo are registered trademarks of [ISAAC](#). You are not granted any right or license with respect to any of the said trademarks.

Unless otherwise indicated, [Services](#) provided by [ISAAC](#) are [ISAAC](#)’s copyrights.

Housekeeping Rules

When using [ISAAC Connect](#), you agree to comply with our housekeeping rules. We make these rules to protect individuals’ rights and freedoms, as well as to protect our IP. If you do not follow them, we can suspend your right to access and use [ISAAC Connect](#).

- **No Fraud or Liability.** You cannot use our [Services](#) (a) as part of any illegal, abusive, or other activities that interface with the business or activities of [ISAAC](#); (b) to engage in or in connection with fraudulent activities; (c) in a manner that may subject [ISAAC](#) or its Representatives to any third-party liability, damages or dangers; or (d) in a manner that will result in the breach of these Terms or applicable laws. This means that you cannot pose as another person or entity to use or attempt to use an account that belongs to any other person to use our [Services](#) or otherwise attempt to mislead us as to your identity, or the identity of the sender or the origin of a message transmitted through our [Services](#).
- **Unauthorized Content.** You expressly cannot post, upload to, transmit, distribute, store, create or otherwise publish through the [Services](#) any content that is false, unlawful,

misleading, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing (or advocates harassment of another person), threatening, promoting suicide or self-harm, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable or display illegal content.

- **No Discrimination.** You cannot use the [Services](#) to threaten individuals, propagate hateful content that could be reasonably perceived to harm, threaten, promote the harassment of, promote the intimidation of, promote the abuse of, or promote discrimination against others based solely on race, ethnicity, national origin, sexual orientation, gender, gender identity, religious affiliation, age, disability, disease or immigration status.
- **No Services Impairment.** You cannot use the [Services](#) in a manner that could damage, disable, overburden, or impair the functioning of the [Services](#).
- **No Breach of Security.** You may not attempt to gain unauthorized access to [ISAAC Connect](#), or otherwise circumvent any software protection, authentication requirements, or monitoring mechanisms within [ISAAC Connect](#). For instance, you may not attempt to scan, probe, or test the vulnerability of [ISAAC Connect](#), nor the network on which they are housed nor breach any security measures.
- **No Reverse Engineering.** You may not decompile, disassemble, reverse engineer, investigate, modify, create derivative works from [ISAAC Connect](#), or otherwise access any non-public interface within [ISAAC Connect](#), except as permitted herein.
- **No Use for Competition.** You cannot access or use [ISAAC Connect](#) for the purpose of building a similar or competitive product or service or copy any ideas, features, functions, or graphics of [ISAAC Connect](#).
- **Not making available ISAAC Connect to others.** You cannot share or make [ISAAC Connect](#) available to third-parties (unless to the degree allowed by the Usage Rules, and with ISAAC's prior written consent), sell, rent, lend, lease or otherwise redistribute the [ISAAC Connect](#).

Disclaimers

Certain jurisdictions, including the Province of Québec, do not allow the exclusion or limitation of legal warranties or limitation of representation made concerning goods or services in consumer contracts. If these laws apply to you, exclusions or limitations will apply to the greatest extent consistent with applicable law.

You expressly acknowledge and agree that use of [ISAAC Connect](#) is at your sole risk. To the maximum extent permitted by law, [ISAAC Connect](#) and any services performed or provided by [ISAAC Connect](#) are provided "as is" without warranty of any kind. Without limiting the foregoing, we explicitly disclaim all warranties and conditions with respect to [ISAAC Connect](#) and any services, either express, implied, or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of

accuracy, of quiet enjoyment, and of noninfringement of third-party rights. No oral or written information or advice given by us, or our Representatives shall create a warranty. If [ISAAC Connect](#) or [Services](#) prove defective, you assume the entire cost of all necessary servicing, repair, or correction.

No warranty is provided for [ISAAC Connect](#) that is not executable on a device that has been unauthorizedly modified, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, used with inappropriate accessories, by you or by third-parties.

We do our best to update and keep accurate the content that you can use in [ISAAC Connect](#), but errors or omissions may occur, and we cannot always guarantee it's accurate and complete.

We won't be held liable for any delays or failure in the performance of any part of [ISAAC Connect](#) for any other reasons outside our control that affect the executability of [ISAAC Connect](#). This includes, but is not limited to, law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers or third-party internet service providers.

We make no warranty that our [Services](#) will meet your requirements or be available on an uninterrupted, secure, or error-free basis.

Your violation of these Terms may cause irreparable harm to us and our Representatives. Therefore, we have the right to seek injunctive relief or other equitable relief if you violate these Terms (meaning we may request a court order to stop you).

Limitation of Liability

Certain jurisdictions, including the Province of Québec, do not allow the exclusion or limitation of legal liability or certain damages in consumer contracts. If these laws apply to you, exclusions or limitations will apply to the greatest extent consistent with applicable law.

To the fullest extent provided by law, in no event shall we be liable for personal injury or any incidental, special, indirect, or any consequential damages, including, without limitation, damages for loss of profits, corruption or loss of data, failure to transmit or receive any data, business interruption, or any other commercial damages or losses, arising out of or related to your use of or inability to use [ISAAC Connect](#), however caused (regardless of the cause of action whether in contract, tort, or otherwise), and even if we have been advised of the possibility of such damages. Our sole liability will be to the Client, in accordance with our Agreement with the Client.

Notwithstanding the previous paragraph, in no event will our total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of \$25 CAD. This limitation will apply even if the above stated remedy fails in its essential purpose.

For the avoidance of doubt, in no instance will we or our Representatives be liable for any losses or damages you suffer if you use the [Services](#) in violation of these Terms, regardless of whether we terminate or suspend your account due to such violation.

Indemnity

You agree to indemnify and hold us and our Representatives harmless from any Losses, including legal fees and expenses in connection with a material breach of these Terms, including a breach of applicable laws.

Dispute Resolution and Arbitration

Certain jurisdictions, including the Province of Québec, do not allow the mandatory arbitration clause in consumer contracts or class action waiver. If these laws apply to you, the following paragraph will apply to the greatest extent consistent with applicable law.

- **Arbitration Agreement.** All disputes arising out of or in connection with the present contract shall be finally settled by binding Arbitration according to Arbitration Rules of the ADR Institute of Canada, Inc. (the "ADR Rules"), except as otherwise set out in this Agreement. The language of the arbitration will be French, unless otherwise agreed by parties. The seat of Arbitration will be in Montreal, Québec, unless otherwise agreed by parties.
- **Arbitration Exceptions.** Parties may seek (a) to resolve a Dispute in small claims court if it qualifies and (2) injunctive or equitable relief in a court of proper jurisdiction if the claim relates to intellectual property infringement or other misuse of intellectual property rights.
- **Class Action Waiver.** You understand that both [ISAAC](#) and you waive the right to participate in a class action or class arbitration, unless prevented from doing so by applicable law.

Governing Law

The laws of Québec, Canada will apply to the interpretation of these Terms, without regard to conflict of law rules or principles. Any dispute between the parties that is not subject to the Dispute Resolution and Arbitration section or cannot be heard in small claims court, shall be resolved in the courts of Québec, Canada, in the city of Montréal.

Suspension and Termination

- **Breach of Terms.** If you fail to adhere to any provisions of these Terms, we may terminate or suspend your account, with or without notice and in our sole discretion, including your rights to access and use [ISAAC Connect](#), in case of a breach of these Terms, and subject to any agreement we have with the Client. You acknowledge and agree that we shall have no liability or obligation to you in such an event.

- **Client Request.** We reserve the right to terminate or suspend your account if we are instructed by the Client. You acknowledge and agree that we shall have no liability or obligation to you in such an event.
- **Terms Survival Upon Termination.** If we terminate these Terms, all terms, and conditions which by their nature should survive these Terms, including any disclaimers, limitation of liability and provisions regarding the dispute resolution will survive these Terms.

Upon termination, you must stop all use of [ISAAC Connect](#), and destroy all copies, full or partial, of [ISAAC Connect](#).

Changes to these Terms and Assignment of Rights

We reserve the right to modify these Terms at any time and to notify you by posting an updated version of these Terms on this website and **give** you notice when you use [ISAAC Connect](#). We encourage you to regularly review these Terms. Your continued use of [ISAAC Connect](#) after any such modifications will mean that you consented to the new Terms. If you do not agree with such changes, you may also request the deletion of your account with our Client (your employer).

You may not assign any of your rights under these Terms to anyone else. We may assign these Terms and any of our rights and obligations hereunder to any other individual or entity at our discretion.

If it turns out that a section of these Terms isn't enforceable, then that section will be removed or edited as little as required, and the rest of the Terms will still be valid. The titles are provided only to make these Terms easier to read and understand. The fact that we wrote these Terms won't affect the way the Terms are interpreted. If we don't immediately act on a violation of these Terms, we're not giving up any rights under the Terms, and we may still act at some point.

Additional Terms and Restrictions

Apple App Store Additional Terms

If [ISAAC Connect](#) is made available to you through the Apple App Store, the following terms and conditions apply to you in addition to these Terms:

1. The parties acknowledge that these Terms are concluded between the parties and not with Apple. We, and not Apple, are solely responsible for [ISAAC Connect](#) and the content thereof.
2. The license granted to you to use [ISAAC Connect](#) is a limited, revocable and non-transferable license to use [ISAAC Connect](#) only on Apple-branded products that you own or control as permitted by the Usage Rules set forth in App Store Terms of Service.
3. Apple has no obligation to furnish any maintenance and support services with respect to [ISAAC Connect](#).

4. In the event of any failure of [ISAAC Connect](#) to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for [ISAAC Connect](#) (if any) to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to [ISAAC Connect](#), and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be governed by these Terms.
5. Any claims relating to [ISAAC Connect](#) or your possession and/or use of [ISAAC Connect](#), including but not limited to: (i) Product liability claims; (ii) any claim that [ISAAC Connect](#) fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation is governed by these Terms, and Apple is not responsible for such claims.
6. Any third-party claim that [ISAAC Connect](#), or your possession and use of [ISAAC Connect](#), infringes that third-party's intellectual property rights is governed by these Terms, and Apple will not be responsible for the investigation, defense, settlement and discharge of such intellectual property infringement claim.
7. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. government list of prohibited or restricted parties.
8. You must comply with applicable third-party terms of agreement when using [ISAAC Connect](#).
9. Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted right) to enforce these Terms against you as a third-party beneficiary thereof.
10. If any of the terms and conditions in these Terms of Use are inconsistent or in conflict with [Apple Minimum Terms for Developer's End User License Agreement](#) or [Apple Media Services Terms and Conditions](#), these Apple terms will apply to the extent of such inconsistency or conflict.

Google Play Additional Terms

If [ISAAC Connect](#) is made available to you through Google Play, the following terms and conditions apply to you in addition to these Terms:

1. The parties acknowledge that Google is not responsible for providing support services for [ISAAC Connect](#).
2. If any of the terms and conditions in these Terms of Use are inconsistent or in conflict with [Google Play Developer Distribution Agreement](#) or [Google Play Terms of Service](#), as applicable, these Google Play terms will apply to the extent of such inconsistency or conflict.