



**IMPORTANT - READ THIS AGREEMENT CAREFULLY BEFORE USING YOUR HOSTED ACCOUNT**

By your action of using AceProject, you are agreeing to comply with all terms contained in this Document. This is a legal agreement between you (“Client”) and Websystems Inc. (“Developer”). If you do not agree to these terms, you may not use the software in any way.

The AceProject “software as a service”, as well as its documentation, as updated or modified from time to time at our discretion (“Service”), is owned and operated by Websystems Inc. (“us” or “we”), a Canadian incorporated company, and is provided to you pursuant to the terms and conditions of these Terms of Service, including our Privacy Policy, our Security Policy and our payment policy, available at <http://www.aceproject.com>.

If you have any questions about this agreement, you can contact Websystems Inc. at the following address, phone numbers or email address:

[Websystems Inc.](#)

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Phone: 866.227.3183 (North America) / +1.418.907.5184 (International)

Email: [support@aceproject.com](mailto:support@aceproject.com)

Website: <http://www.aceproject.com>

## **1. REGISTRATION**

To use the Service, you must create a free account through the “[Create your Account](#)” form. Then, if more privileges are needed, your free account can be upgraded to any paid package through the “[Packages](#)” page. We have the right to reject any application to use the Service for any reason.

## **2. EMAIL NOTIFICATIONS AND PASSWORDS**

As part of the registration process, you must provide us a valid email address in order to receive our email notifications, including connection information, task assignments, task updates, timesheet approvals, etc. If your server is equipped with a junk mail or spam filter software, we strongly suggest you add “[support@aceproject.com](mailto:support@aceproject.com)” to your whitelist. You must carefully safeguard your password as you are solely responsible for all activities on your account. You may not share your login information but may designate other members who are authorized to use your account by creating user accounts for them. You must immediately notify us if you become aware of any unauthorized use of your account or any other security breach, including loss or theft of your password or account information. Passwords are encrypted with the “md5” cryptographic algorithm. Thus, passwords are case sensitive and are visible neither by us nor by your account’s administrators.

## **3. CONSIDERATION**

### **3.1 Fees.**

By subscribing to our service, you agree to pay any applicable fees and charges specified on <http://www.aceproject.com>. Canadian organizations must pay any applicable federal or provincial tax. Organizations from any other country are exempted from any tax. We may change the fees and charges or add new fees and charges at any time, without prior notice. You are responsible for any fees or charges incurred to access the Service through an Internet service provider or other third party service. Setup or cancellation fees are not charged for any Hosted or Source Code package.

### **3.2 Payment.**

All fees and charges are due and payable by credit card, by check or through wire transfer, at the start of the subscription period. Monthly subscriptions are not refundable and annual subscriptions are not refundable after 14 days. You must keep your credit card information current by informing us of any change. All credit card information changes must be made through a secured link we will provide you, which is owned by Internet Secure tm, Websystems’ authorized payment processor. Recurring fees for use of the Service will automatically be billed to the credit card we have on file for you at the beginning of each renewal period, unless you cancel your subscription before the relevant period begins.

### **3.3 Hosted Basic Privileges.**

Our Free Hosted Basic Package is not a limited-time trial. It is a genuine free account, and is offered at no charge. However, if you do not login during 30 consecutive days, your Free account will automatically expire and all End User Data will be deleted permanently. This package has all features enabled, except the “Customize Branding” and the “International Characters” features.

### **3.4 Service Plan Changes.**

Upon any upgrade from the Hosted Basic package to any paid package, we will immediately bill you for the paid package you selected. If you downgrade your package, the new rate will become effective at the beginning of the next billing period. You will not receive any pro rata refund or credit upon cancellation or termination of your paid Package. However, a pro rata refund will be applied if you upgrade your account to a higher package.

### **3.5 Data Restored from Backups.**

As mentioned in our [Security Policy](#), we perform daily backups to ensure your data’s safety. In case you lost data, either accidentally or voluntarily, we cannot be held responsible since we take all appropriate measures to safeguard your data. However, we can restore your data from our backups, as long as your data is less than 30 days old. One custom work hour, at our regular hourly rate, is required to perform this operation. For Hosted Basic, Hosted Standard and Hosted Advanced packages subscribers, your data cannot be restored in your account directly. Your data would be sent to you in Excel format, and you are responsible for re-entering your data in your account, using the provided import module. For Hosted Gold subscribers, you can follow the procedure mentioned above or you can ask for your actual database to be replaced.

### 3.6 Downtime.

We guarantee 99% of uptime. The 1% we cannot guarantee lies on the fact that the Internet may be unavailable itself, or unexpected technical issues may occur and such issues may be outside of our control. In case such downtime occurs, no financial compensation may be granted, in any form. We may make the Service unavailable from time to time for maintenance, without prior notice. We are subscribed to a server monitoring service named [WebbyAlert](#). As our result, our servers are pinged every 15 minutes. If a server doesn't respond, our customer service staff get immediately notified by SMS and email and will do everything in their power to fix the problem as soon as possible.

## 4. TERMINATION AND CANCELLATION

### 4.1. Termination.

We reserve the right to monitor use of our Service to determine compliance with the Terms mentioned herein. We may terminate the Service at any time if we are convinced that you failed to comply with any of the terms mentioned herein.

### 4.2. Cancellation.

Your subscription will renew automatically every month or every year unless terminated by us or until you cancel by filling our [Cancellation Form](#). You must not cancel by phone, regular mail or live chat. If you cancel prior to the next billing cycle, cancellation will be effective immediately and you will not be billed for the next cycle. We may cancel or discontinue the Service at any time for any reason and may terminate your use of the Service immediately upon notice to you at any time if you breach these terms.

## 5. LIMITED LICENSE / UPGRADES

### 5.1 Limited License.

We hereby grant you a non-exclusive, non-transferable license to use the Service solely for your own personal and business operations, consistent with these Terms.

### 5.2 Updates.

Account administrators are notified when a version upgrade is applied. No notification is sent when minor fixes (patches) are applied. Accounts in which custom work had been made are not upgraded, in order to leave the custom work intact. However, the custom work may be overwritten upon an account administrator's request should they wish to get the upgrade. If a previously customized account's administrator wishes to retrieve the custom work that had been made before the upgrade was applied, we will charge any fee that applies to re-implement the required modifications.

### 5.3 Code of Conduct.

While using our Service, you agree to comply with all applicable laws, rules and regulations. In addition, we expect users of our Service to respect the rights and dignity of others. You agree not to:

- Restrict or inhibit any other visitor or member from using our website, including, without limitation, by means of "hacking" or defacing any portion of our website;
  - Transmit or otherwise make available in connection with our website:
    - any content or information that is fraudulent, threatening, intimidating, abusive, libelous, defamatory, obscene, indecent, pornographic or otherwise objectionable or would give rise to criminal or civil liability;
    - any material, non-public information about companies without the authorization to do so;
    - any content or information that encourages conduct that constitutes a criminal offense or that encourages or provides instructional information about illegal or potentially illegal activities;
    - any content or information that is or may be protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express consent of the owner of such right;
    - any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except with our prior written consent);

#### Engage in spamming or flooding;

- Transmit any software or other materials that contain any viruses, worms, Trojan horses, Easter eggs, web bugs, chancellor, "spy ware," defects, date bombs, time bombs or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment or any other actually or potentially harmful, disruptive or invasive code or component;
- Interfere with or disrupt the operation of our website or the servers or networks that host our website or make our website available or disobey any requirements, procedures, policies or regulations of such servers or networks;
- Use any services provided in connection with this website to compromise security or tamper with system resources and/or accounts or use or distribute tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools);
- Impersonate any person or entity, including but not limited to any of our agents or representatives, falsely state or otherwise misrepresent your affiliation with any person or entity or express or imply that we endorse any statement you make, without our prior written consent;
- "Frame" or "mirror" any part of our website without our prior written consent;
- Use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way determine, archive, reproduce or circumvent the navigational structure or presentation of our website or its contents;
- Create a database by systematically downloading and storing all or any of the materials from our website;
- Interfere with or violate any other website visitor's or user's right to privacy or other rights or harvest or collect information about website visitors or users without their express consent.

## 6. DISCLAIMER; limitation of liability

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### 6.1 Disclaimer.

As mentioned in clause 3.3, we offer a free package (“Hosted Basic”) with all features enabled. As a result, this opportunity gives you the chance to test the Software properly, and to find out that the Software is free of bugs and free of problems. Moreover, as mentioned in our [Security Policy](#) as well as in our [Privacy Policy](#), we take all necessary measures in order to keep your data in a private, secure and virus-free environment. Therefore, neither any opinion, advice or statement of us or our affiliates, licensors, suppliers, agents or visitors, whether made on our website or otherwise nor the results of any operation of the Service by you constitute representations or warranties of us or give rise to any rights of reliance or otherwise for the benefit of you or any third party. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this website for the reconstruction of any lost data. We do not assume any responsibility or risk for your use of our Service and the Internet.

ANY AND ALL SERVICES PROVIDED BY US TO YOU ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND. WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NON-INFRINGEMENT AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

Applicable law may not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

WE AND OUR AFFILIATES, LICENSORS, SUPPLIERS, AND AGENTS DO NOT WARRANT THAT YOUR USE OF OUR WEBSITE OR MATERIALS WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED OR THAT OUR WEBSITE, THE SERVER(S) ON WHICH OUR WEBSITE IS HOSTED OR OUR MATERIALS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Without limiting the generality of the foregoing, we hereby disclaim any and all liability for any damage to or other impact on your equipment, hardware, software, data or other information or materials, whether or not caused by or related to (either directly or indirectly) your use of the Service, including but not limited to claims relating to faulty, malfunctioning or inoperable Service.

### 6.2 Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WEBSYSTEMS INC. BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ANY INJURY TO PERSON OR PROPERTY, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, FOR LOSS OF PRIVACY FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF WEBSYSTEMS INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF DAMAGES SHALL BE EFFECTIVE EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

You acknowledge that the limitations of liability in these Terms and the allocation of risk herein are an essential element of the bargain between you and us, without which we would not have provided the Service. Our pricing reflects this allocation of risk and the limitation of liability specified herein.

### 6.3 Errors.

A possibility exists that our website or materials could include inaccuracies or errors or information or materials that violate these Terms. Additionally, a possibility exists that unauthorized alterations could be made by third parties to our website or materials. Although we attempt to ensure the integrity of our website, we make no guarantees as to its completeness or correctness. If a situation arises in which our website's completeness or correctness is in question, please contact us via our contact information provided on our “Contact Us” page of the website with, if possible, a description of the material to be checked and the location (URL) where such material can be found on our website.

## 7. INDEMNIFICATION

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You shall indemnify, defend (if we so request) and hold the indemnified parties harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees and other legal costs) and other expenses (collectively, “losses”) that arise directly or indirectly out of or from (a) your or your representative's willful misconduct, gross negligence or breach (or claim that if true would be a breach) of any representations, warranties or covenants in these Terms, (b) a third-party claim that your End User Data infringes or misappropriates any third party's intellectual property rights or (c) your activities in connection with the Service and our website. You also agree to reimburse each indemnified party on demand for any losses incurred by such indemnified party to which this indemnity relates.

## 8 GENERAL TERMS

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### 8.1 Law; Disputes.

These Terms and all matters arising out of or relating to these Terms will be governed by the internal laws of the Province of Québec, Canada, without giving effect to any choice of law rule. In the event of any controversy, claim or dispute between the Parties arising out of or relating to these Terms, such controversy, claim or dispute may be tried solely in a provincial or federal court in Québec, Canada. You and we hereby irrevocably consent to the exclusive jurisdiction and venue of such courts.

### 8.2 Jurisdictional Issues.

We make no representation that materials available on or through our website are appropriate or available for use in locations outside of the United States or outside of Canada. If you choose to access our website from locations outside of the United States or outside of Canada, you do so on your own initiative and at your own risk, and are responsible for compliance with applicable laws. We reserve the right to limit the availability of our website and the provision of any service, program or other product described on our website to any person, geographic area or jurisdiction, at any time and in our sole discretion. You agree not to transport, import, export, or re-export all or any part of the materials to (or to a national or resident of): (a) Cuba, Iraq, Libya, Liberia, North Korea, Iran, Syria, Serbia, Sudan or any other country to which the U.S. or Canada have embargoed goods or (b) any person or entity on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. You also represent, warrant and covenant to us that you are not located in or under the control of any such country or on any such list.

### 8.3 Notices.

Any notice or other communication under these Terms must be in writing and will be deemed given (i) when delivered personally; (ii) when sent by facsimile or email, with written confirmation of receipt by the sending mechanism; (iii) five business days after being sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) two business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to you to the person and address specified in your account information and to us to the person and address specified on our "Contact" page.

### 8.4 Agreement.

These Terms constitute the complete agreement between you and us and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of these Terms. If any provision of these Terms is found to be unlawful, void or unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms may not be modified or amended except by a writing signed by a duly authorized representative of you and us or by our posting revised Terms on our website or by emailing you with notice of the change in Terms. You are solely responsible for periodically reviewing the Terms to determine whether they have changed since you last reviewed them. We will note a new adoption date each time we change these Terms. If you continue to use the Service after a change in Terms, you will be bound by such changes. These Terms are not assignable, transferable or sublicenseable by you except with our prior written consent. No waiver of any breach or default shall be deemed a waiver of any preceding or subsequent breach or default.

*These Terms were updated on October 27, 2010.*

## CONTACT US



### Sales, Customer Service and Technical Support

For prospective and existing customers - to inquire about our product or to get help on your account.

Email: [support@aceproject.com](mailto:support@aceproject.com)  
Phone (Toll free for US and Canada): 866.259.2454  
International: +1.418.907.5184  
Fax: +1.418.907.8089

We are available between 8:30 A.M. and 4:30 P.M. [Eastern Standard Time], Monday to Friday.



### Billing / Accounting

For everything related to invoicing, declined transactions, credit card, check and wire transfer payments.

Email: [finance@aceproject.com](mailto:finance@aceproject.com)  
Phone (Toll free for US and Canada): 888.206.3505  
International: +1.418.907.5227  
Fax: +1.418.907.8089

We are available between 8:00 A.M. and 4:00 P.M. [Eastern Standard Time], Monday to Friday.



### Mailing Address

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