

TERMS AND CONDITIONS OF USE

By using the MCA-Soft, LLC. (“Company”) SIS[®] (the “Software”) and all related content, including but not limited to software, documentation, images, and videos (collectively, the “Content”), you are agreeing to be bound by these Terms and Conditions of Use and any other relevant terms and conditions, policies, and notices which are posted on a specific section or module of the Software (collectively, the “TOU”). Please read the TOU carefully before using the Software or the Content.

Accepting the Terms of Use

By using the Software or Content, you signify your agreement with the TOU. If you do not agree with any of the TOU, do not use the Software or access the Content. The Company reserves the right to change and update the TOU at any time without notice to you. The most current version of the TOU will be posted on the Software.

Account Registration and Security

You must provide your legal name, a valid email address, and any other information Company requests in order to complete the registration process. You are responsible for informing Company of any changes to that information or to change such information by signing into your account. You are responsible to maintaining the security of your account and password. You agree to keep your password confidential and to send notice to Company immediately if your password is compromised. You are responsible for all activity that occurs under your account, even if that activity is carried out by others who have logins under your account. You may not allow anyone other than you to use your login and password. You are responsible for preventing such unauthorized use. The Internet is a network of computers worldwide and information is routed via third party computers to and from Company; accordingly, you acknowledge and agree that Company is not responsible for lapses in online security and Company is not liable for improper use of your information or account by a third party. Company is not liable for any loss or damage from your failure to comply with your security obligations under the TOU.

Content, Pricing, and Payment

The pricing and rates for your account and the Content are displayed when you complete the registration process. If you change plan levels for your account, you will be charged the new rate either upon change in your plan or at the next billing cycle. Company will not prorate the rate for a decrease in plan between billing cycles. Decreasing your plan may cause the loss of features or capacity of your account; Company is not liable for any such loss. Pricing for all Content is subject to change upon 30 days’ notice from Company. Such notice may be provided at any time by posting the changes to the Software or the Content itself. By registering your account, you authorize Company to transact recurring credit card or withdrawal transactions to the financial account you designate at registration and you hereby request your financial institution to accept and honor the debit and/or credit entries from your financial account. This preauthorization applies to, and remains in effect for, all subsequent payment or changes in plan, products, or services unless and until revoked by Company or you in writing. Any revocation by you is effective 15 days after the notice of revocation is received by Company. Company may modify or discontinue, temporarily or permanently, any part of the Content with or without notice. Company is not liable to you or any third party for any modification, price change, suspension, or discontinuance of any of the Content. All fees charged by Company are exclusive of all taxes, levies, or duties imposed by taxing authorities; you are responsible for payment of all taxes, levies, or duties, excluding only United States (federal or state) taxes required to be collected by Company.

Support

Your account includes access to email and telephone support, which is the ability to make requests for technical support assistance at any time (with reasonable efforts by Company to respond within one business day) concerning the use of the Software or Content at the established support rate for your account. [If a user submits a ticket relating to the software and it is found this ticket is related to a training issue, MCA reserves the right to charge a training fee of \\$250 per hour.](#)

Cancellation and Termination

You may cancel your account by providing 30 days' written notice to the Company. Company, in its sole discretion, may suspend or terminate your account and refuse any and all current or future use of the Content for any reason at any time. Such termination will result in the deactivation or deletion of your account or access to your account.

Compliance with Laws

You may not use the Web Site or Content for any illegal purpose or violate any laws, statutes, ordinances, rules, or regulations, or other enforceable opinions or memoranda in your jurisdiction or governing your use of the Software or Content ("Laws"). You may not use the Software or Content and may not accept the TOU if (a) you are not of legal age or capacity to form a binding contract with Company, or (b) you are a person barred from using the Software or Content under the Laws.

Restrictions on Use

You agree not to do any of the following:

- (a) use any device, software, or technique to interfere with or attempt to interfere with the proper working of the software or Content;
- (b) post or transmit to the software or Content any unlawful, fraudulent, harassing, libelous, or obscene information of any kind;
- (c) post or send to the software or Content any information that contains a virus, bug, or other harmful item;
- (d) publish, perform, distribute, prepare derivative works, copy, reverse engineer, or use the software or Content other than as permitted herein;
- (e) post or transmit to or on the Web Site or Content any information in violation of another party's copyright or intellectual property rights;
- (f) take any action which could damage, disable, overburden or impair the software or Content or Company's infrastructure or network system;
- (g) re-deliver any of the software or Content using "framing," hyperlinks, or other technology without Company's permission;
- (h) attempt to gain unauthorized access to any Content, software, other accounts, computer systems or networks connected to any Company server through hacking, password mining or any other means;
- (i) take any action which may interfere with any other party's use and enjoyment of the software or Content; or,
- (j) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Software or Content.
- (k) Any screenshots or data copy or reproduction in any format from these programs is strictly prohibited

Right to Regulate

You acknowledge that Company has the right, but no obligation, to monitor all activity relating to the Software and Content. Company may disclose any information necessary to operate the Software or Content, to protect Company, third parties, Company's customers, and to comply with legal obligations or governmental requests. Company reserves the right, in its sole and absolute discretion, to monitor and edit postings and registrations, remove them, and cause them not to be registered, posted, published, uploaded or distributed at any time and for any reason or no reason. Company may refuse service or deny access to the Web Site or Content to anyone for any reason at any time.

Intellectual Property and License Rights

The Web Site and Content are controlled and operated by the Company. All Content on the Web Site is protected by copyrights which are owned and controlled by Company or by other parties that have licensed their materials to Company. Moreover, the Web Site and Content feature registered trademarks of the Company. For the time period in which your account is paid in full, and subject to the limitations in the TOU, Company grants you a limited, non-exclusive, non-transferable license to use the proprietary and related materials in and from the Web Site and Content for your personal or operational use only. You have no right to use any of Company's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features. YOU MAY NOT MODIFY, COPY, DISTRIBUTE, TRANSMIT, DISPLAY, PERFORM, REPRODUCE, PUBLISH, LICENSE, CREATE DERIVATIVE WORKS FROM, TRANSFER OR SELL THE PROPRIETARY OR RELATED MATERIALS, TRADEMARKS, OR CONTENT OBTAINED FROM THE WEB SITE WITHOUT WRITTEN PERMISSION FROM COMPANY.

License of Your Content

By posting, publishing, uploading, or distributing any messages, data, software, workspaces, information, text, graphics, links, content, or other materials (collectively, "Postings") for use on the Software, you grant (or warrant that the owner of such rights has expressly granted) Company a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license, with the right to sublicense, use, reproduce, modify, adapt, publish, publicly perform, publicly display, digitally display and digitally perform, translate, create derivative works from and distribute such Postings or incorporate such Postings into any form, medium, or technology now known or later developed throughout the universe. You agree that you shall have no recourse against Company for any alleged or actual infringement or misappropriation of any proprietary right in Postings you provide to Company.

Links to Other Sites

The Software and Content may contain links to other web sites. Such linked sites are not under Company's control, and Company is not responsible for and does not endorse the content of linked sites. You will need to use your independent judgment regarding your interaction with such linked sites.

DISCLAIMER

THE SOFTWARE AND CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

COMPANY ASSUMES NO LIABILITY FOR DAMAGE TO ANY SYSTEM ON WHICH CONTENT IS INSTALLED, FOR CORRUPTION OF ANY DATA TRANSLATED BY THE CONTENT, OR FOR LOSSES ARISING DUE TO THE ACTS OR OMISSIONS OF THIRD PARTIES IN CONNECTION WITH THE SOFTWARE AND ALL CONTENT. COMPANY MAKES NO WARRANTIES THAT THE SOFTWARE OR ANY CONTENT WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE WEB SITE OR CONTENT WILL PROVIDE SPECIFIC RESULTS.

COMPANY SHALL NOT BE LIABLE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR DAMAGES OR OTHER LIABILITY (INCLUDING INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OR BUSINESS OPPORTUNITY) ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE AND/OR CONTENT.

YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SOFTWARE, CONTENT AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST COMPANY FOR DISSATISFACTION WITH THE SOFTWARE OR ANY OF THE CONTENT IS TO STOP USING THE SOFTWARE OR ANY CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

Assignment

You shall not assign any of your rights under the TOU without the prior written consent of Company. Any purported assignment without such consent shall be null and void.

Indemnity and Attorney Fees

You agree to indemnify and hold harmless Company from any demands, loss, liability, lawsuits, claims, and expenses (including attorneys' fees) made against Company or its officers, directors, shareholders, employees, agents, affiliates, parent companies, subsidiaries, successors, or assigns ("Company/Representatives") by you or any third party due to, or arising from, your use of the Web Site or the Content. You also are liable to Company/Representatives for all Company/Representatives' actual attorneys' fees and costs incurred in the enforcement or application of the TOU against you or your officers, directors, shareholders, employees, agents, affiliates, parent companies, subsidiaries, or successors.

Governing Law

The TOU shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Michigan. Each of the parties hereby irrevocably submits to the jurisdiction of the courts of the State of Michigan and Livingston County.

Severability

If any provision of the TOU is found by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, the remainder of the TOU shall continue in full force and effect.

Updated on: August 3, 2016

Copyright © 2016 MCA-Soft, LLC. All rights reserved.