ACL SERVICES LTD. ("ACL")
WEB SITE TERMS OF USE

IMPORTANT - PLEASE READ THESE TERMS OF USE CAREFULLY AS YOUR USE OF THIS WEB SITE IS GOVERNED BY THESE TERMS OF USE.

Ownership of Site; Agreement to Terms of Use

These Terms of Use (the “Terms of Use”) apply to the ACL web site located at  https://www.acl.com/ and all associated ACL sites linked to www.acl.com by ACL and its subsidiaries and affiliates (collectively, the “web site”). The web site is the property of ACL.

ACL provides information, documentation and materials ("Materials") as well as Internet links, downloads and product activation, user forums, online training and other services ("Services") on this web site for your use, subject to the Terms of Use. By accessing this web site you are agreeing to the Terms of Use.

These Terms of Use do not apply to the products, on-site training, open enrollment training or consulting services sold by ACL. See the Legal page of the ACL web site for the terms and conditions governing ACL products and services, or contact an ACL representative.

If you breach the Terms of Use, your authorization to use this web site is automatically terminated and you must destroy all Materials that you have obtained from this web site, whether copied, downloaded, printed or otherwise.

ACL reserves the right to amend these Terms of Use at any time. Your use of this web site and all Materials and Services accessed through this web site are governed by the Terms of Use as posted at the time you access this web site.

User ID and Password

Some parts of this web site may be User ID and password controlled. If you choose to register for any part of this web site you agree to register using accurate, complete and current information. You further agree that you will not allow any other person or entity to use your User ID and password to gain access to any restricted parts of the web site and you will notify ACL if you become aware of any unauthorized use of your User ID and password.

Copyright

The contents of the web site, including, but not limited to, all text, HTML code, Java code, multimedia clips, images, graphics, icons, software and all other Materials on this web site are protected by copyright, trademark and other intellectual property laws of Canada, the United States, and international treaties. ACL either owns or has obtained the rights to use such content on the web site.

Trademarks

Trademarks on this web site may not be used except with the express written permission of the owner.

ACL, the ACL logo, AuditExchange, Direct Link, AX, Audit Command Language, Adding Value with Proven Audit Solutions, Proven Audit Solutions and the ACL logo with the text “transforming audit and risk” are trademarks or registered trademarks of ACL Services Ltd.

All other trademarks are the property of their respective owners.
Use of Web Site

ACL grants you a non-assignable and non-transferable limited license to access and use (display, print, download) the Materials and Services for your personal, non-commercial use. You must retain all copyright notices (such as, “©2014 ACL Services Ltd. All Rights Reserved.”), trademark notices and other proprietary notices that are contained in the original Materials. You are not permitted to copy, modify, reproduce, sell, rent, lease, loan, distribute, or otherwise dispose of, deal with or use the Materials or Services for any public purpose or for any commercial gain.

Parts of this web site are available only to registered users and subject to payment and other agreements. You agree not to attempt access to these parts of the web site without complying with all terms of such agreements. If you are authorized to access a part of this web site for a certain time period, then the license to use the applicable Materials and Services will terminate upon the expiration of the applicable time period.

You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the web site or any Material, or in any way reproduce or circumvent the navigational structure or presentation of the web site or any Material, to obtain or attempt to obtain any Materials through any means not purposely made available through the web site.

You may not probe, scan or test the vulnerability of the web site, nor breach the security or authentication measures on the web site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the web site, or exploit the web site or any Service or Material made available or offered by or through the web site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the web site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the web site, or any systems or networks connected to the web site.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the web site or any transaction being conducted on the web site, or with any other person’s use of the web site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to ACL on or through the web site or any Service offered on or through the web site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the web site or any Materials for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of ACL or others.

Disclaimer

The Materials and Services on this web site are provided for educational or informational purposes only. It is not intended to provide legal, accounting or other professional advice and should not be relied on as such.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

ACL DOES NOT PROMISE THAT THE WEB SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE WEB SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE WEB SITE WILL PROVIDE SPECIFIC RESULTS. THE WEB SITE AND ITS
CONTENT ARE DELIVERED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS. ALL MATERIALS AND SERVICES PROVIDED ON THE WEB SITE ARE SUBJECT TO CHANGE WITHOUT NOTICE. ACL CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE WEB SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR Destructive FEATURES. YOU ASSUME ALL RISKS IN THE TRANSMISSION OF ANY DATA OR INFORMATION TO AND FROM ACL, INCLUDING ANY INTERCEPTION BY THIRD PARTIES. ACL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE. ACL DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE WEB SITE AND/OR ANY SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE WEB SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST ACL FOR DISSATISFACTION WITH THE WEB SITE OR ANY MATERIALS OR SERVICES IS TO STOP USING THE WEB SITE OR ANY SUCH MATERIALS OR SERVICES. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

ACL reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the web site, or any portion of the web site, for any reason; (2) to modify or change the web site, or any portion of the web site, and any applicable policies or terms; and (3) to interrupt the operation of the web site, or any portion of the web site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

Limitation of Liability

ACL WILL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (SUCH AS DAMAGES RESULTING FROM USE OF OR RELIANCE ON THE WEB SITE MATERIALS AND SERVICES, LOSS OF PROFITS OR LOSS OF DATA), EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, ACL'S AGGREGATE LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IS LIMITED TO THE AMOUNT OF THE FEES PAID BY YOU TO ACL FOR USE OF THE WEB SITE MATERIAL OR SERVICE THAT IS THE SUBJECT OF THE CLAIM.

Disclaimer - Digital ID Certificate

ACL has acquired a Digital ID certificate ("Certificate") for use pursuant to the terms of the Certificate vendor’s Certificate Agreement (the “Agreement”). The Certificate is a computer based record that contains, among other things, ACL's public key for use in connection with the encryption and decryption of electronic messages transmitted from selected portions of this web site.

Under the Agreement, the Certificate vendor disclaims any warranty with respect to the services provided by it and makes no assurances of the results of the cryptographic methods implemented in connection with the Certificate.

By transmitting any data or information to ACL from this web site, you acknowledge and agree that ACL does not make any representation or warranty, express or implied, concerning the Certificate or the results of the cryptographic methods implemented in connection with the Certificate, including any representation or warranty as to the functionality, performance, operation or non-infringement of the Certificate or the cryptography technology or any implied warranties of merchantability or fitness for a particular purpose.
Links to Third Party Web Sites

THE LINKS ON THIS WEB SITE TO THIRD PARTY WEB SITES ARE PROVIDED FOR YOUR CONVENIENCE ONLY. ACL IS NOT RESPONSIBLE FOR AND DOES NOT ENDORSE, CONTROL OR MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONTENTS, PRODUCTS AND SERVICES OFFERED FROM THIRD PARTY WEB SITES. YOU ARE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED IN THIRD PARTY WEB SITES, FOR COMPLYING WITH THE TERMS OF USE FOR SUCH THIRD PARTY WEB SITES, AND FOR REVIEWING AND UNDERSTANDING THE PRIVACY POLICIES OF SUCH WEB SITES.

Privacy

ACL’s Privacy Policy applies to your use of this web site, and its terms are made a part of these Terms of Use by this reference. You can view ACL's Privacy Policy at: http://www.acl.com/pdfs/ACL_Privacy_Policy.pdf. Additionally, by using the web site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the web site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

User Forum

The User Forum in the Support Center is a forum for posting information, questions and materials related to the discussion topics. ACL does not endorse any materials that are submitted to the User Forum and such materials do not necessarily reflect the views of ACL. You agree that you will only post materials that you own or materials you have a right to post, distribute or display. You agree to defend ACL from any third party claim that may arise from the posted material and you will indemnify ACL from any costs or expenses that may result from such a claim.

When using the User Forum, you agree that you will not:

- post or transmit any material that is unlawful, harmful, defamatory, obscene, indecent, profane, discriminating, harassing, threatening, infringing of intellectual property, invasive of privacy, or otherwise objectionable;
- post or transmit any unsolicited promotional material (commercial and non-commercial), including "junk mail", "spam" and "chain letters";
- post or transmit any material that contain viruses, corrupted files or any software or programs that may damage or interrupt the software, hardware or telecommunications equipment of others; or
- harvest or otherwise collect information about others, including names and email addresses.

You agree to grant ACL a royalty free, world-wide, right to use, reproduce, modify, adapt, publish, translate, create derivate works from, distribute, and display your posted content in any media.

ACL is not responsible for the content of the postings made by you or any third party and is not obligated to edit, remove, or filter the postings. ACL, however, reserves the right to edit, refuse to post or remove any material posted on the User Forum at any time in its discretion.

Jurisdiction

This web site is controlled by ACL from its offices in the Province of British Columbia, Canada. By accessing this web site, you agree that all matters relating to your access of this web site will be governed by the laws of British Columbia, without regard to the conflicts of laws principles. You also agree to submit to the exclusive jurisdiction of the courts of British Columbia.
ACL makes no representation that the Materials and Services on this web site are appropriate or comply with the laws of jurisdictions outside of Canada. If you access this web site outside of Canada, you are responsible for ensuring that you comply with local laws.

**Miscellaneous**

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and ACL with regard to your use of the web site, and any and all other written or oral agreements or understandings previously existing between you and ACL with respect to such use are hereby superseded and cancelled. ACL’s failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by ACL of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between ACL and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

These Terms of Use were last revised July 23, 2014.