



TERMS AND CONDITIONS (T&C)

These terms and conditions form a contract between User (hereinafter “you” or “your”) and WATCHNET INC that governs your access and use of the website and our Agents, Software, Documentation, Forums, and Content (collectively as the “Services”). Please read these Terms carefully. It is a legally binding agreement between you and Company. By your use of the Services, you agree to comply with all of the terms and conditions set out in this document. We may terminate your Account or block your Internet Protocol (IP) address at any time, with or without notice, for conduct that is in breach of these Terms, for conduct that we believe is harmful to our business, or for conduct where the use of the Program/Software is harmful to any other party.

The domain name www.watchnetiot.com (hereinafter referred to as "Website") is owned by WATCHNET INC a company incorporated under the laws of Ontario, Canada with its registered office at 351 Ferrier St #5, Markham, ON L3R 5Z2 (hereinafter referred to as “we”, “us”, “our”, “WatchNET IoT,” or “Company”).

Your use of the Website and services and tools are governed by the following terms and conditions ("Terms"). If you transact on the Website, you shall be subject to the terms and policies that apply to the Website and services for such transaction.

For the purpose of these Terms, "You" or "User" shall mean any person who has agreed to become a user on the Website by providing Registration Information while registering on the Website as Registered User using the computer systems.

ACCESSING, BROWSING, OR OTHERWISE USING THE WEBSITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS, SO PLEASE READ THE TERMS CAREFULLY BEFORE PROCEEDING. IF YOU HAVE ENTERED INTO A SEPARATE PAID ENTERPRISE AGREEMENT WITH US FOR SPECIFIC SERVICES, THEN THE TERMS OF THAT AGREEMENT CONTROLS IF IT CONFLICTS WITH THESE TERMS. BY CLICKING “**I AGREE**” TO THESE “TERMS AND CONDITIONS”, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS AND CONDITIONS.

1. ELIGIBILITY

User must be at least Eighteen (18) years of age. User represents and warrants that (i) User have the right and authority to enter into this User Agreement; and (ii) he/she abides all of the terms and conditions of this User Agreement.

2. MINOR

If you are a minor, your parent or guardian must read and agree to this T&C. We reserve the right to terminate your use and refuse to provide you with access to the website or any services if it is brought to our notice or if it is discovered that user is under the age of 18 years.

3. UPDATES

We may change these Terms from time to time, by posting updates to our website. An update will be effective for any website use after the date of the update. If any modification is unacceptable to the user, its sole remedy shall be to terminate his/her User Agreement/Account. The user's continued use of services will constitute binding acceptance of such modifications.

4. DISCONTINUE THE SERVICES

The company reserves the right to modify or discontinue any of its Services with or without notice to the user.

5. ELECTRONIC COMMUNICATIONS

When you visit our website or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We may communicate with you by email. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that the communications be in writing.

6. LEGAL USE OF WATCHNET IoT SOFTWARE

The User will comply in all material respects with all applicable laws, rules, regulations, orders, and decrees of all governmental authorities with respect to the collection, use, and storage of WatchNET IoT data. By downloading or using our software, User agrees to use such software legally. If legal use of our software is not possible in your jurisdiction, your sole remedy shall be to discontinue the use of our software. We disclaim all liabilities arising out of the illegal use of our software.

7. PRIVACY

We are committed to protecting your personal information and WatchNET IoT data and ensuring its privacy, accuracy, and security. Please read our [***Privacy Policy***](#) for more details.

8. YOUR ACCOUNT



If you open an account with us, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer system, and you agree to accept responsibility for all activities that occur under your account or password. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not following these Terms, we shall have the right to indefinitely suspend or terminate or block access of your IP on the Website and refuse to provide You with access to the Website. User agrees to notify Company immediately of any unauthorized use of User's Account. The company shall not be liable for any unauthorized use of the User Account.

9. LICENSE

Our website, software, and other tools are protected by copyright, trade secret, and other intellectual property laws. Your use of watchnetinc.com and related software and services is based on the license of WATCHNET INC Intellectual property to the user. Company grants User a limited, non-transferable license to use Company's website, software and related services and upload the content on the blog post in accordance with these T&C. Company reserves all rights in the Intellectual Property not expressly granted to user. Company provides the services solely on an "AS IS" basis and disclaims all warranties and liability for your use of the watchnetinc.com, company's software and related services. Company reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue at any time, with or without notice, the Sites and/or services offered on or through the Sites (or any part thereof), including but not limited to the website, features, look, feel, and functional elements and related services.

10. INTELLECTUAL PROPERTY

For purposes of this Agreement, "Intellectual Property" shall mean (a) methodology for the provision of Company Services; and (b) ideas, website, applications, processes, code, technology, software, copyrights, logos, domain names, patents, trade secrets, trademarks, products and materials. Company hereby retains all worldwide right, title and interest in and to the Intellectual Property. Any rights not expressly granted herein to the Intellectual Property shall be retained by WATCHNET, INC. You acknowledge that all right, title and interest to the Intellectual Property is owned by WATCHNET, INC.

11. SOFTWARE LICENSE

Use of our software and associated documentation is governed by the terms of the license agreement that accompanies or is included with the Software, or by the license agreement expressly stated on the website accompanying the software. You will not use, download or install any software that is accompanied by or includes a license agreement unless you agree to the terms of such license agreement. In case of conflict, terms of license agreement will prevail. You acknowledge and agree not to use, nor permit any third party to use, the Software or its content

in any manner that violates any applicable law, regulation or this Agreement. You agree that you will not in any case:

- Provide access to the Software to any third party.
- Reproduce, modify, copy, deconstruct, sell, trade or resell the Software.
- Make the Software available to any file-sharing website.

Software updates: Software will be periodically updated with tools, utilities, and improvements to improve the Software. You acknowledge and agree to receive these updates from us.

Pre-release or Beta version: If the software is released as a beta version, it is solely for testing purposes and will not suitable for commercial purposes. We make no representation or commitments that the software will meet your requirements.

Free Trial: Acceptance of a 30-day trial license is deemed to have occurred upon the User's submission of acceptance by clicking the "Free Trial" button. The company waives all other subscription and usage fees during the 30-day trial period.

12. AVAILABILITY OF THE SERVICES

Information describing the Services is accessible worldwide but this does not mean the Services or certain portions of the Services are available in your country. We may restrict access to portions of the Services in certain countries. It is your responsibility to make sure your use of the Services is legal in the country where you reside. Also, the Services may not be available in all languages.

13. USER'S CONTENT/DATA

Users are solely responsible for all materials (whether publicly posted or privately transmitted) that they upload, post, e-mail, transmit, or otherwise make available on the Website or Forums ("Users' Content"). Each User represents and warrants that he/she owns all intellectual property rights in the User's Content and that no part of the User's Content infringes any third party rights. Users further confirm and undertake to not display or use of the names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights of any third party on the Website or Forums. Users agree to indemnify and hold harmless the Company, its directors, employees, affiliates and assigns against all costs, damages, loss and harm including towards litigation costs and counsel fees, in respect of any third party claims that may be initiated including for infringement of intellectual property rights arising out of such display or use of the names, logos, marks, labels, trademarks, copyrights or intellectual and proprietary rights on the Website or Forums, by such User or through the User's commissions or omissions.

The company provides you the tool to encrypt your data while transmitting over the network. Users are solely responsible for all unencrypted materials that they upload, post, e-mail, transmit, or otherwise make available on the Website or Forums. You acknowledge and agree not to use,

nor permit any third party to use, the Software to distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

- Illegal and fraudulent information,
- threatening, harassing, inappropriate or objectionable information communications of any kind, including without limitation conduct that would encourage "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;
- Trojan horse, worm or other disruptive or harmful software or data; and
- Any other information or Content which is not legally yours and without permission from the intellectual property rights owners.

14. DATA STORAGE AND PROCESSING

The company and its storage facilities are based in North America. By clicking “**I AGREE**” to these “terms and conditions”, you acknowledge that your information will be stored and processed from North America.

15. FEEDBACK

We use the feedback you provide. You acknowledge and agree that we may use feedback submitted by you or any suggestions, or ideas in any way, including in advertising or marketing materials. You grant us a perpetual, worldwide, transferable, sub-licensable, fully paid-up, royalty-free license to use the feedback.

16. MONITORING

We may monitor your Content. We may monitor content on the Software. We may disclose any information necessary for our legal obligations, protect Company or its customers. We, in our sole discretion, may refuse to post or remove any Content, in whole or in part, alleged to be unacceptable, inappropriate, or in violation of these terms and conditions.

17. SUPPORT

Technical support will be provided to users of Commercial Services based on your specific purchased Service. If you are using the Service via a free account, Company provides support via the Forums.

18. PROHIBITED ACTIVITIES

Other than as permitted herein, you shall not (and you shall not permit others), directly or indirectly, to modify, to translate, to decompile, to disassemble or to reverse engineer any part of the website, software or other related services, or otherwise to attempt to discern the functioning or operation of the website, software or services. You shall not (and you shall not permit others to): (i) use any robot, crawls, spider, scraper or other automated means to access the website,

application/software or services for any purpose without our express written permission, (ii) Attempt, in any manner, to obtain the password, account, or any security information of other Clients; (iii) violate the security of any computer network, or cracks any passwords or security encryption codes; (iv) run mail-list, listserv, any form of auto-responder or “spam” on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services’ infrastructure); (v) interfere or attempt to interfere with the proper working of our website or any activities conducted on the website, (vi) remove any trademark, copyright or other proprietary notices from any portion of the Services; or (vii) bypass any measures Company may use to prevent or restrict access to the website, software or the Services.

19. LINKS TO OTHER THIRD-PARTY WEBSITES

Certain links on the Website will let you leave the Web site. These linked sites may be operated by the Company while some are not under the control of the Company, and Company is not responsible for the contents of any linked site or any link contained in a linked site. These links are provided for your convenience, and the inclusion of any link does not imply a recommendation or endorsement by the Company of any such linked site or the products therein. If you decide to access any third-party sites, you do so entirely at your own risk and subject to the terms and conditions of use for such third-party sites.

20. DISCLAIMERS

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE, SOFTWARE, HARDWARE AND SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY AND ITS OFFICERS, EMPLOYEES, AGENTS, AND PARTNERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, YOUR USE OF THE WEBSITE IS ALSO SUBJECT TO THE ADDITIONAL DISCLAIMERS AND CAVEATS THAT MAY APPEAR THROUGHOUT THE WEBSITE.

COMPANY AND ITS AGENTS ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE INFORMATION, SERVICES, OR OTHER MATERIAL ON THE WEBSITE. WHILE COMPANY STRIVES TO KEEP THE INFORMATION ON THE WEBSITE ACCURATE, COMPLETE, AND UP-TO-DATE, COMPANY CANNOT GUARANTEE, AND WILL NOT BE RESPONSIBLE FOR, ANY DAMAGE OR LOSS RELATED TO THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION ON THE WEBSITE.

21. LIMITATION OF LIABILITY

THE CUSTOMER EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WILL THE COMPANY OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, PARTNERS OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT, INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF USE) ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS OR YOUR USE OR INABILITY TO USE THE SITES, ANY WEBSITES LINKED TO IT, ANY CONTENT OR SERVICES MADE AVAILABLE ON THE SITES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS AFFILIATE PARTNERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES (COLLECTIVELY, THE “EXCLUDED DAMAGES”). YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT NEITHER THE COMPANY NOR ANY OF ITS SERVICE PROVIDERS, PARTNERS OR REPRESENTATIVES WILL BE LIABLE TO YOU FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY CLIENT OF THE SITES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR’ SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH THE COMPANY IS TO DISCONTINUE YOUR USE OF THE SITES AND SERVICES INCLUDING SOFTWARE AGENTS.

IN CERTAIN JURISDICTIONS, SOME LIABILITIES CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. IN SUCH JURISDICTIONS, THE LIMITATION OF LIABILITY IN THESE TERMS MAY NOT APPLY TO YOU. THE LIMITATIONS IN THIS PARAGRAPH WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW EVEN IF ANY OTHER REMEDY AVAILABLE TO YOU FAILS OF ITS ESSENTIAL PURPOSE.

22. INDEMNIFICATION

You agree to defend, indemnify and hold Company and its affiliates, service providers, partners and their respective officers, directors, employees and agents (the “Indemnified Parties”) harmless against any claim for damages, losses or any costs, including attorneys’ fees, arising from or related to your use of this Website, Software or the Materials.

23. JURISDICTION AND APPLICABLE LAW

The use of the Website, Software or other related services and any agreements entered into through the Website are to be governed by and construed in accordance with the laws’ of Ontario, Canada without any conflict of laws. To the maximum extent permitted by law, you irrevocably consent to the jurisdiction of the courts located in Ontario for any action or proceeding arising out of or relating to these Terms and Conditions.

24. COMPANY RELATIONSHIP & TERMINATION

You agree that no joint venture, partnership, employment, or Company relationship exists between you and Company as a result of these terms. We may terminate your registration and/or deny you access to the Website or any part of it (including any services or information available on or through the Website) at any time in our absolute discretion and without any explanation or notification. If you want to terminate the Services at any time, you may do so by (a) notifying Company and (b) closing your registered account for the Services that you use. Please send your termination notice at: [Support Address].

25. EFFECT OF TERMINATION

Upon termination or expiration of this Agreement for any reason or no reason: (i) all rights and licenses granted in this Agreement shall immediately and automatically cease; (ii) Company shall delete or destroy the Data and any other information (Confidential or Non-Confidential) of the user. Expiration or termination of this Agreement for any reason shall be without prejudice to any right which shall have accrued to the benefit of either Party prior to such termination.

26. ENTIRE AGREEMENT

These terms and any policies or operating rules posted on the Sites (but excluding those terms and other conditions offered by the Third-Party Providers) constitute the entire agreement and understanding between you and the Company. No action of Company, other than an express written waiver, may be construed as a waiver of any part of this agreement, and no employee of Company is authorized to waive it orally.

27. WAIVER AND SEVERABILITY

If any provision of these terms is held to be illegal, invalid or unenforceable, this will not affect any other provisions and the Agreement will be deemed amended to the extent necessary to make it legal, valid, and enforceable. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

28. COPYRIGHT INFRINGEMENT

If you believe that any information contained in this website infringes your copyright, you should notify us of your copyright infringement claim. We will process notices of alleged infringement that we receive and will take appropriate action as required by the applicable intellectual property laws.

29. EXPORT CONTROL



The company and the Website are based in North America, and certain other jurisdictions control the export of products and information. You agree to comply with all such applicable restrictions and not to export or re-export the Content (including any software or the Services) to countries or persons prohibited under Canada or other applicable export control laws or regulations. If You access and download the Content (including any software or the Services) or Information, You represent that You are not in a country where such export is prohibited or are not a person or entity to which such export is prohibited. You are solely responsible for compliance with the laws of Your local jurisdiction and any other applicable laws regarding the import, export, or re-export of the Content (including any software or the Services).

30. CONTACT US [FOR NOTICE AND OTHER COMMUNICATIONS]

WATCHNET, INC

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