

## MYDAYCARE PLUS TERMS OF USE

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Effective Date: As of September 1, 2014

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4. **License Automatic Update and Expiration.** Your License may include an expiration date that can result in the termination of the License. If your login identification is stolen, or if you suspect any improper or illegal usage of your License outside of your control you should promptly notify FBC of

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12. **MAINTENANCE AND SUPPORT.** FBC will provide maintenance and support services in accordance with the terms of the plan selected by Licensee. FBC's obligations, if any, to provide maintenance and support is subject to the following: (a) Licensee shall provide FBC with sufficient access to its account and personnel to

duplicate and resolve errors; (b) Licensee shall provide supervision, control and management of the use of MyDaycare Plus; (c) Licensee shall document and promptly report all errors or malfunctions in MyDaycare Plus to FBC, and (d) Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from FBC. Notwithstanding the foregoing, FBC shall be under no obligation to provide any updates, enhancements, modifications, revisions, or additions to MyDaycare Plus.

13. **NO UNLAWFUL OR PROHIBITED USE.** As a condition of your use of MyDaycare Plus, you warrant that you will not use MyDaycare Plus for any purpose that is unlawful or prohibited by this Agreement. You may not use MyDaycare Plus in any manner which could damage, disable, overburden, or impair MyDaycare Plus or interfere with any other party's use and enjoyment of MyDaycare Plus. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through MyDaycare Plus. The following is a non-exclusive list of actions that FBC considers to be inappropriate and thus prohibited. The examples identified in this list are provided as examples only for your guidance. If you are unsure whether any contemplated use or action is permitted, please contact FBC.

- Using MyDaycare Plus for any activity that violates any local, provincial, federal or international law, order or regulation.
- Using MyDaycare Plus to transmit, distribute, store or access any material (by e-mail, publishing, uploading, posting or otherwise) which is inappropriate, profane, obscene, indecent, pornographic, libelous, harassing, constitutes a threat or encourages bodily harm or destruction of property, or otherwise objectionable or unlawful.
- Using MyDaycare Plus to transmit, distribute, store or access any material (by e-mail, publishing, uploading, posting, or otherwise) that infringes copyright, trademark, patent, trade secret, or other proprietary rights of any third party. You assume all risks regarding the determination of whether material is in the public domain.
- Using MyDaycare Plus to make fraudulent offers to buy or sell products, items, or services, or to advance any type of financial/soliciting scams including, but not limited to, "pyramid schemes," "Ponzi schemes," "mail bombing," and "chain letters."
- Using MyDaycare Plus to harm or attempt to harm a minor, including, but not limited to, hosting, possessing, distributing, or transmitting child pornography or other material that is unlawful.
- Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
- Disrupting or interfering with MyDaycare Plus in any way, including through the uploading of files which contain viruses, worms, "Trojan horses," or other software or programs that may be damaging to MyDaycare Plus or another user's computer.
- Using MyDaycare Plus to transmit, or to facilitate the transmission of, any unsolicited commercial e-mail or unsolicited bulk e-mail.
- Using MyDaycare Plus to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of MyDaycare Plus or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- Using MyDaycare Plus to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- Reselling MyDaycare Plus.
- Using MyDaycare Plus for any activity that adversely affects the ability of other people or systems to use MyDaycare Plus or the Internet.
- Using MyDaycare Plus in any way that could damage or impair FBC's reputation or goodwill.

14. **INJUNCTIVE RELIEF.** Licensee understands and agrees that its breach of this Agreement will cause FBC irreparable damage for which recovery of money damages would be inadequate, and that FBC shall therefore be entitled to obtain timely injunctive relief to protect FBC's rights under this Agreement in addition to any and all remedies available at law, without the necessity of a bond.

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