

Terms of Use

Welcome to Genetec! Thank you for your interest in our products and services. This document outlines the terms and conditions that apply to your access and use of our websites.

In this document we will use the terms “**Genetec**”, “**us**”, “**our**” and “**ours**” in reference to Genetec Inc., a Canadian corporation having its main place of business at Genetec at 2280 Alfred Nobel Boulevard, Montreal, QC, H4S 2A4, Canada. We will also use the words “**you**”, “**your**” and “**yours**” in reference to any person who accesses or uses any of our websites or their content. Finally, we will use the word “**content**” in reference to any material, such as text, audio or video files, electronic documents, images, and any other content that may be uploaded, imported into or otherwise made available through our portals or any services made available through them in connection with the use of these portals or services.

1. Our websites and content

[Our websites and portals](#)

Our websites are made available to you primarily for informational purposes. Some of our websites also enable you to create and manage accounts in relation to your access and use of some of our products and services. These websites are referred to as our “**portals**”.

While this document will cover your access and use of all of our websites, including our portals, access and use of our products and services which may be made available through them, in whole or in part, is subject to dedicated product or service terms and conditions. These dedicated product or service terms and conditions will apply concurrently with the terms outlined in this document.

We may change our websites or delete any features or functionality, in whole or in part, in any way at any time for any reason. As such, we make no commitments with respect to the continued availability of our websites or any of their content.

[Cookies and other tracking technologies](#)

Our websites use cookies and other similar technologies to make your experience on our websites more enjoyable and relevant to you and your needs. To learn more, please refer to our cookie policy at www.genetec.com/legal/cookies.

[Our trademarks](#)

Our websites contain references to products and services the names of which may be protected by trademark laws.

GENETEC™, OMNICAST™, SYNERGIS™, AUTOVU™, AUTOVU MLC™, FEDERATION™, FLEXREADER™, STRATOCAST™, SIPLEIA™, CITYWISE™, GENETEC CLEARANCE™, STREAMVAULT™, GENETEC RETAIL SENSE™, GENETEC TRAFFIC SENSE™, GENETEC AIRPORT SENSE™, GENETEC MOTOSCAN™, GENETEC CITIGRAF™, GENETEC MISSION CONTROL™, GENETEC CLEARID™, GENETEC PATROLLER™, COMMUNITY CONNECT™ and their respective logos are trademarks of Genetec Inc., and may be registered or pending registration in several jurisdictions.

Other trademarks used in our websites are trademarks of the manufacturers or vendors of their respective products.

[Copyrights](#)

All materials provided on our websites, including but not limited to the content, organization, graphics, design, compilation, logos, documents, software, services, digital conversion and other matters are protected under applicable copyrights, trademarks and other intellectual proprietary rights. The

copying, redistribution, use or publication of material found on the website by you of any such matters or any part of our websites is strictly prohibited without our express prior written consent. You do not acquire ownership rights to any content, document or other materials viewed through our websites. The posting of information or materials on the websites does not constitute a waiver of any right in such information and materials. Some of the content on the site may owned and/or represent copyrighted work of third parties.

[Corrections](#)

We strive to ensure that all information available on our websites is accurate and up-to-date. If you believe that any corrections are necessary, please contact us at info@genetec.com. If you wish to report problems pertaining to our any of websites, ask questions, report misuse or express concerns concerning this document, please contact us at webmaster@genetec.com.

2. Your account and content

[Your account](#)

To access our portals, you may be required to create an online account with us by completing a registration form and designating a user name (an email address) and a password. Please keep in mind that, if the domain of the email address associated with your account is owned or controlled by an organization (such as your employer or school; for example @DomainExample.com) and that organization establishes a relationship with us as part of which it sets up a corporate account for you using your email address with that organization (for example, YourName@DomainExample.com), then your account may automatically be rolled into that organization's account with advance notice to you. If you receive such a notice and choose not to change the email address associated with your personal account during the time specified in that notice, your account will be rolled into and controlled by that organization.

If an organization provided you with your account (such as your employer or school), you understand that this organization has rights to your account and may manage your account (including restricting, suspending or terminating it), reset your password, view your usage and profile data, including how and when your account is used, and manage your content in your account.

You are fully responsible for any activity that occurs through your account. It is, therefore, important that you protect your account with a complex, secure password, and keep your login information in confidence.

All information that you provide to us as part of your account must be accurate, true and up-to-date. If at any point you have reasons to believe that your account has been compromised or if you become aware of any unauthorized use of the portals or your account, you should promptly change your password and notify Genetec support.

[Your content and activity](#)

Our portals may enable you to upload or import certain content in connection with your use of products or services, our forums or the services made available through our websites. You understand that your content will be stored, shared and otherwise used as described in this document, which may include making available your content to third parties, such as other portal users or third-party service providers.

By uploading your content to any of our portals, you guarantee to us that you have all necessary authorizations, consents, licenses and permissions to upload, use and share your content and grant the licenses as outlined in these terms, and that neither your content nor its availability or use on our portals will violate any person's privacy, intellectual property or other rights, or the law. This means that you guarantee to us that you will not upload, import or otherwise add any content to your account unless you have ensured that you are permitted to do so, and that your actions will not result in or lead to a violation of any content owner's or any other person's rights, or the law. The above also means

that you guarantee that you have all necessary rights and authority to permit Genetec to access and use your content as described in this document, any portal-specific guidance and our privacy policy.

We do not claim any ownership rights in any of your content, and all of which will remain property (or, where applicable, the property of the owners who have granted you the permission to add such content to our portals). However, to enable us to operate the portals and your account, as well as to store and make available your content through our portals, we need certain permissions from you. You, therefore, understand and agree that by uploading, importing, creating or otherwise adding any content to your account, you grant Genetec a nonexclusive, worldwide, fully paid-up, royalty-free, transferable, assignable and sublicensable license to adapt, use, reproduce, distribute, make available, publicly display, publicly perform, translate and otherwise utilize your content as needed to respond to your user instructions (such as to act upon your decision to make certain content public or privacy), to exercise our rights under this document and any portal-specific guidance, or to perform our obligations under the applicable law.

Our portals may have limitations as to the size, format, nature or the subject matter of the content that you may add to such portal under your account. Our portals are not intended to act as content storage service. It is therefore your responsibility to ensure that you regularly backup all content that you add to your account outside of our portals to ensure that you do not lose access to your content under any circumstances.

Some of our portals may enable you to share your content of access level basis (which may allow you to put limitations as to the other users' ability to interact with your content), while the others are designed to make your content available to the other users of such portals. It is your responsibility to understand how your content will be used on a given portal before you create, upload, import or otherwise add any content. Once content is made accessible to any other user or the public, such individuals may interact with your content, and it may no longer be possible to render your content private again. Therefore, please carefully consider your options and the consequences of their exercise before you act.

Some of our portals may also enable you to post comments or otherwise interact with other users. Comments posted on those portals (for example, on our forums) are not anonymous and may be viewed by other users or the public (to the extent that the content of the forum is available for public viewing in read only form). Our portals may enable you to edit or delete your comments. Your posts are also considered to be your content, and may be moderated, edited or deleted by us as described in this document.

[Feedback](#)

We always welcome thoughts, feedback, ideas and suggestions on how to improve our websites, products and services (“**Feedback**”) to make them better and more suitable for your needs. You may at your own discretion from time to time choose proactively to share with us, without having any obligation to do so. When you do so, you understand that you are allowing us to use your Feedback to improve or develop new websites, products, services or features. Therefore, if you share any Feedback with us, you grant us a nonexclusive, perpetual, irrevocable, worldwide, fully paid-up, royalty-free, transferable, assignable and sublicensable license to adapt, transform, reduce to practice, use, reproduce, distribute, make, have made, sell, offer to sell, publicly display, publicly perform, translate and otherwise utilize your Feedback.

[Electronic communications](#)

By registering with Genetec or signing up for services, you understand that we may send you electronic messages with information regarding your accounts with us as well as about our products and services. Such messages may include notices about your use of our products or services, including notices of violations of use), information about updates to the products, services or new features or products. You may also opt into receive promotional information and materials regarding our products and services. You will always have the right to unsubscribe from receiving these promotional communications by visiting your settings in your account to control the messages you receive from us

or unsubscribe by following the instructions in the message. Notices emailed to you will be considered given and received when the email is sent.

[Your privacy](#)

All content that you may share with us through our websites, and all electronic communications and notices that may be sent to you in relation to your access and use of our websites, will be handled by us in accordance with our privacy policy, available at www.genetec.com/legal/privacy.

3. Third-party services and content

Our websites may expose you to content and services made available by third parties. Any such third-party content on any of our websites is made possible by us for your convenience only. You understand that the presence of any such third-party content on our websites, the availability of any link to any such third-party website, or the services made available through them, do not signify that Genetec promotes, endorses or otherwise supports any such third-party or its content. We further expressly disclaim all liability in connection with any such third-party content on our websites, including without limitation any user submissions. We are not responsible or liable for the behavior, features, content or the privacy practices employed by any third parties, or for any transaction you may enter into with any such third party. If you have any questions or concerns regarding the third-party products, services or content, please contact the relevant third party directly.

[Third-party authentication agents](#)

Genetec sometimes relies on reputable third-party authentication agents to setup and manage user account access credentials for Genetec portals. In those cases, your login information will be processed by such third-party authentication agents. Upon validation of your identity by any such third-party authentication agent, the third-party authentication agent will generally send to Genetec your user name (such as your email address) and a secret hashed authorization code confirming that your identity has indeed been confirmed by such third party and that you should be permitted to access and use your account as intended.

These third-party authentication agents make available their services in accordance with their own terms of service and privacy policies. It is your responsibility to review and ensure that you are agreeable to and abide by such terms and conditions put in place by the third-party authentication agents before you proceed.

[Other third-party services](#)

Genetec may make available optional third-party applications, services or products, for use in connection with your access and use of our websites or services. We may also share links to third-party websites. However, we are not responsible for the content or the privacy practices employed by these other sites.

These third-party products are not necessary for the use of our websites or services, and your use and any exchange of any information, license, payments or other data between you and the third-party provider is solely between you and such third-party provider. Genetec makes no warranties of any kind and assumes no liability of any kind for your use of or reliance on such third-party products.

[Your content stored with third-parties](#)

Genetec may allow you to import and manage certain information and content from third party websites or services in order to make that information and content available or discoverable through our websites. If you choose to link your account with your account(s) on such third-party websites or services, you authorize Genetec to access, use, store, modify, display and otherwise process all information and content made available to us by such third party through the linked account access as may be necessary to ensure the appropriate interaction between such linked accounts and your account.

If you choose to link your account to any third-party service, you agree that Genetec may share with such third-party service provider any of your content contained within your account to the extent that such capability is supported in the relevant Genetec portal and the concerned third-party service, and you choose to enable such feature for your convenience. You further understand that such third-parties may store, use or otherwise process your content made available to them as the result of the above in accordance with their own terms of service and privacy policies.

Third-party content

When using our portals, you may be exposed to content from other users and third parties, which may include communications with other users through public postings, private messaging, chat, or other similar features. You understand that, just like it is with your content, we do not actively monitor the content provided by any third party, and are not responsible for it, even if such content is inaccurate, offensive, objectionable or otherwise inconvenient or inappropriate. However, if you identify any such content on our websites, we invite you to report it to us by using the 'report' or such other button available on the relevant website, or by email us at webmaster@genetec.com. We will take such action as we deem relevant under the circumstances.

4. Acceptable use

Our websites users expect and deserve a certain degree of courtesy and professionalism. We, therefore, ask you to use our websites responsibly. By using any of our websites, you guarantee to us that you will respect the guidelines outlined below. We will be the sole arbiter of all behaviour pertaining to your access or use of our websites, and we may exercise the rights outlined in this document or available to us at law if we decide at our absolute discretion that you failed to respect our acceptable use guidelines, whether directly or indirectly.

- You may not copy, republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of our websites or any content or materials retrieved from them, including without limitation making any of them available, in whole or in part, through any timesharing system or service bureau basis.
- You may not enable or allow anyone else to use your account or our portals, their content or any services made available through them, nor to impersonate any other person or organization, or otherwise misrepresent your affiliation with any other person or organization;
- You are not permitted to use our websites or any materials obtained from them to develop any information, storage and retrieval system, database, information base, or similar resource, in any media now existing or hereafter developed, that is offered for distribution of any kind, including through sale, license, lease, rental, subscription, or any other distribution mechanism.
- You must not disable, impair, tamper with or otherwise alter our websites, in whole or in part, or attempt to do so.
- You may not circumvent any restrictions or protection mechanisms used on our websites intended to restrict certain uses of our websites, their content or any services made available through them, nor to access them by any means other than through the interfaces made available or permitted by us, or attempt to do so.
- You are not permitted to use our websites in any manner that would violate any applicable law, including without limitation those regulating electronic communications, marketing activities, privacy, intellectual property or exports controls.
- You must use our websites in full compliance with any code of conduct, forum community guidelines and any other guidance published on individual Genetec websites or otherwise applicable to their use or the use of the services made available through them.
- You are not permitted to use any content and materials from our websites in any manner that may infringe any copyright, trademark or any other intellectual property right of Genetec or any third

party, including without limitation removing, changing or obscuring any copyright or other proprietary notice or terms contained on our websites, or attempting to do so.

- You may not remove, decompile, disassemble or reverse engineer any software or technology behind our websites, any of their content or behind the services made available through them, directly or indirectly, or create compilations or derivative works of any of the above.
- You must not act in any way that is or could be perceived to be defamatory, discriminatory, harassing, intimidating or threatening, abusive, violent, profane, libelous, harmful or otherwise damaging or unlawful towards anyone on our websites. The foregoing includes the acts that promote or encourage any of the above.
- You must not use our websites for any mass marketing or advertisement activities, which includes but is not limited to product or service advertisement messages, commercial solicitation messages, phishing, spamming, or other unsolicited messages.
- You must not use our websites to share, store, transmit, upload, or otherwise make available any content that contains any malicious code, malware, virus or any other material intended to restrict, monitor, harm or otherwise impair or tamper with the websites, their content, any services made available through them or any other third party user or service interacting with our websites, directly or indirect, in whole or in part. The above includes using any data harvesting or similar data collection or extraction processes, whether performed manually or through automated ways, in relation to our websites, their content or any services made available through them.

5. Monitoring, suspension and termination

While we reserve the right to review, moderate or delete any content that is uploaded through your account to our portals, in whole or in part, we do not automatically review all content. We may further use means to screen for certain types of content or behavior that is unlawful, offensive, objectionable or otherwise contravening to the terms of this document and exercise our rights accordingly. In certain cases, we may also disclose your content and your contact information to law enforcement agencies, such as, for example, if we determine that such disclosure is necessary to protect the property, the rights or the safety of a person or the public, or when it is required by law.

We may send you a notice requesting that you to delete certain content if we determine such content to be incompatible with this document or any applicable portal-specific guidance. We may also choose to restrict your account (such as, for example, your ability to post new content or view the content of other parties), or suspend or terminate your account, without prior notice to you, if we determine at our absolute discretion that your use of our websites or the activities performed under your account do not meet the conditions outlined in this document or any portal-specific guidance.

You may also terminate your account by selecting the appropriate button in our portal (when available), or by contacting us in writing and clearly explaining your ask.

You understand that if your account is restricted, suspended or terminated, you may no longer have access to data generally reserved to authenticated users of our portals, including your own content stored in your account.

You may request access to your content within thirty (30) days from the date of termination of your account. We will use commercially reasonable efforts to allow you transition your content out of our portals, unless we have terminated your account as the result of your violation of these terms of use. You must transition your content within thirty (30) days from our acceptance. After that period expires, we reserve the right to permanently delete your content.

6. Legal Stuff

[How to contact us](#)

If you need to give us any formal notice in relation to these terms of use or any of our websites for which no specially-designated content information has been provided elsewhere in this document, you

may reach us at webmaster@genetec.com, or by postal mail at the following address: 2280 Alfred Nobel Blvd., Montreal, QC, H4S 2A4, Canada, c/o Digital Marketing Team.

[Compliance with laws](#)

You understand and agree that your access and use of our websites and any information, materials and services made available through them, must be in full compliance with all applicable laws, rules and regulations, including those pertaining to privacy, intellectual property, and exports and imports laws and regulations. Considering the nature of the internet, access to our websites, including any information, materials and services made available through them, may be available to you in territories where access to such information, materials or services is prohibited. You are responsible for determining if and how you need to comply with the applicable laws, rules or regulations of the territory where you are located before you use any of our websites and any information, materials and services made available through them.

[Copyright Protection](#)

We respond to notices of alleged infringement of by copyrights on our websites, including with regards to content uploaded by our users, in accordance with the requirements of the copyright laws, including the U.S. Digital Millennium Copyright Act ("**DMCA**"). We will promptly terminate the accounts of those determined by us to be "repeat infringers", without notice.

If you are an owner a copyright or the agent of a copyright owner, and you believe that any content made available on any of our websites infringes your copyrights, we invite you to submit a written notification to us by providing with the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) the identification of the copyrighted material claimed to have been infringed, or, if multiple copyrighted materials on our websites are covered by a single notification, a representative list of that content on our websites; (c) the identification of the content that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and such other information as may be reasonably necessary for us to locate and remove the content; (d) all relevant contact information to enable us to contact the complaining party; (e) an explicit statement that the complaining party has a good faith belief that use of the content in the manner described in the complaint notice is not authorized by the copyright owner, its agent, or the law; (f) a statement attesting the accuracy and the completeness of the information outlined in the infringement notice to us; and (g) a statement attesting, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please note that if you do not fully comply with the requirements outlined above, your copyright infringement notice may not be valid, and any removal requests may not be acted upon. Please keep in mind that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

All copyright infringement notices must be submitted to us in writing, to the attention of Genetec's Designated Copyright Agent at copyright@genetec.com or to the physical address mentioned in the notification section above.

Please note that any other feedback, comments, requests for technical support or other communications should be directed to Genetec customer service.

[Disclaimer of warranty](#)

We make available our websites, including any of their content and any services made available through them, for your convenience only. We are using all reasonable endeavours to ensure that the information and materials made available on our websites meet our users' expectations of accuracy and quality. However, errors are always possible. Therefore, we make available our websites (and all of their content and services made available through them) on an "as is" and "as available" basis. To the fullest extent permitted under the laws of the jurisdiction where you are located, we make no promises and expressly disclaim all warranties with respect to our websites or any software, services,

content used in or made available thought them (whether provided by Genetec or any third party), including without limitation with regards to their performance, uninterrupted operation, availability, coverage, security, operation. All websites are provided “as is” and “as available”, without any representations or warranties whatsoever, including, without limitation, any warranties of accuracy, quality, security, non-infringement, merchantability, availability or fitness for a particular purpose.

Limitation of liability

To the fullest extent permitted under the laws of the jurisdiction where you are located, in no event will Genetec be liable for any damages, including without limitation any indirect, consequential, special, exemplary, incidental, or punitive damages arising out of, based on, or resulting from your access or use of any of our websites, their content or any services made available through them, or otherwise in relation to these terms of use, even if Genetec has been advised of the possibility of such damages or such damages were foreseeable. To the fullest extent permitted under the laws of the jurisdiction where you are located, we further disclaim all liability with respect to any claims or damages arising from or related to any content or services made available on our websites, or your reliance on them, regardless of whether it was provided by Genetec or any third party; and for any loss or corruption of your content, including any costs or expenses associated with backing up or restoring any of such content.

Indemnification

You agree to defend Genetec, our affiliated companies, contractors, employees, agents and our third-party suppliers, licensors, and partners (each referred to as an “**indemnified party**”) from any demands, claims, causes of action, suits and proceedings (each a “**claim**”) arising out of or related to your breach of these terms of use; your use of our websites; your content; your breach of any of your promises or guarantees outlined in this document; and/or your violation of any person’s intellectual property, privacy or other rights, or the law. You further agree to indemnify and hold the indemnified parties harmless from all damages, losses, liabilities, penalties, fines, judgements, charges, legal and other fees and expenses (collectively referred to as “**damages**”), resulting from or related to such claims. You may not accept or enter any settlement of any claim without obtaining prior written approval from us, and no such settlement will be binding on any indemnified party unless first approved by Genetec in writing.

Genetec further reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of any claim. We will endeavour to notify you of any such claim becoming aware of it.

Miscellaneous

If any part of these terms is determined to be invalid or unenforceable under the applicable law, then the invalid or unenforceable part will be deemed replaced by valid and enforceable language that most closely matches the intent of the original part of this document, and the remainder of these terms will remain in full force and effect.

Failure or delay by one party to enforce its rights under this document or will not affect the party’s ability to exercise such rights at any time thereafter.

These terms will be interpreted and enforced in accordance with the laws of the Province of Ontario, Canada, except for any conflict of laws principles, and all disputes between the parties must be brought exclusively before the courts sitting in Ottawa, ON, Canada. However, the foregoing does not prohibit either party from seeking injunctive or other equitable relief in any other jurisdiction in case of any violation, breach or infringement of its rights related to privacy, intellectual property or confidentiality in such jurisdiction.

These Terms of Use constitute the entire agreement between you and Genetec with respect to your access and use of our websites. For clarity, this document does not replace any terms and conditions applicable to your access and use of any of our products and service, the terms of which will apply in parallel with, and not in replacement to, the terms outlined in this document.

[Updates to this document](#)

We reserve the right to make changes to this document at any time by (a) posting a revised version of these Terms of Use on our website. The revised terms will become effective from the date of their publication on the website. If the changes are substantial, we will endeavour to display a more prominent notice. Continued use of our websites after such changes will constitute your acceptance of the changed terms.

This document has been last updated on February 8, 2019. The latest version of this document is available at www.genetec.com/legal/termsofuse.