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# SnapTracker Mobile Application
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For the purposes of this EULA, "Application" includes any patches, revisions, updates, upgrades or replacements of the Application (the "Revisions") that may be delivered to you or that you may receive. You also agree that upon the installation of any Revisions, you are only permitted to use the Application as modified by the Revisions. Notwithstanding the foregoing, nothing herein shall be construed as to obligate KiSP to provide you with any Revisions.

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YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ARE INSTALLING AND USING THE APPLICATION AT YOUR OWN RISK. THE APPLICATION AND ALL DATA AND CONTENT PROVIDED THROUGH THE APPLICATION, INCLUDING ANY DATA AND CONTENT PROVIDED THROUGH THE SERVICE ACCESSED VIA THE APPLICATION, IS PROVIDED "AS IS", "WITH ALL FAULTS" AND WITHOUT WARRANTY, TERM OR CONDITION OF ANY KIND. KiSP EXPRESSLY DISCLAIMS ALL WARRANTIES, TERMS OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY , SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A GENERAL OR PARTICULAR PURPOSE.

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CIRCUMSTANCES.

**9. DAMAGES ARISING OUT OF YOUR ACTIONS**

You agree that you will defend and hold KiSP harmless from and against any and all liabilities, damages, costs, expenses or losses arising out of your misuse of the Application, your negligent or wrongful acts, your violation of any applicable laws or regulations, and/or your breach of any provision of this Agreement.

**10. TERMINATION**

Without prejudice to any other rights, KiSP may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement or the Primary Terms or for any other reason upon delivery of notice. In such event, you must destroy all copies of the Application and all of its component parts and associated documents.

**11. MISCELLANEOUS**

To the extent that the Primary Terms conflict with the terms of this EULA, the Primary Terms shall prevail.

This EULA shall be construed in accordance with and governed by the laws of the province of Ontario, and the laws of Canada applicable therein.

The failure of KiSP to exercise or enforce any right or provision of this EULA shall not constitute a waiver of such right or provision. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. Such invalid or unenforceable provision(s) shall be replaced by (a) valid and enforceable one(s) which achieve(s) to the extent possible the original purpose of the invalid provision(s).

You agree not to transfer or assign this EULA or any of your rights under this EULA. Any purported transfer or assignment by you in violation of this section is void. Subject to the foregoing, this EULA shall be binding on and inure to the benefit of the parties, their successors, permitted assigns and legal representatives.

The provisions of this EULA relating to intellectual property rights, restrictions on use, disclaimers of warranties, limitations of liability and damages arising out of your actions shall survive termination or expiration of this EULA for any reason. The section titles in this EULA are for convenience only and have no legal or contractual effect.

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