

HeyTony Site Audit Terms and Conditions

EFFECTIVE DATE: May 1st, 2024

audit.heytony.ca (“Audit”, “HeyTony”, “our”, or “we”) offers a marketing tool that is available through our online web application. We are located at 1/2-185 Emerald St. North, Hamilton, Ontario, L8L5K9, Canada. If you have questions or concerns regarding these terms and conditions (“Terms”), please email us at support@heytony.ca. HeyTony considers the companies that agree to the terms and conditions along with the employees within the company that access the web application (“Users”). Both the company and the employees using the software are creating a legal agreement between themselves and HeyTony regarding the allowed usage of the service and web application. By using the HeyTony services or web application you acknowledge and agree that you have read, understand, and agree to the guidelines set out by these terms. If you do not agree with the Terms, please do not access or use the services. The terms are open to updates from HeyTony.ca, please read the updated Terms when applicable. HeyTony will comply with the required notice of terms updates. If you continue to use the HeyTony services or web application after said update you are complying to said terms changes.

1. ELIGIBILITY

1.1 General Eligibility. In order to use the HeyTony services and web application you must be at least 13 years of age and capable of agreeing to these terms. If you have been previously restricted from the use of HeyTony services then you are not allowed access of use.

1.2 Eligibility Representative. In order to use the HeyTony services you are agreeing that you are an eligible representative that can enter into a legally binding contract on behalf of yourself and the company that is accessing our services.

2. ACCOUNT REGISTRATION AND USE

2.1 Account Registration and Confidentiality. In order to use the HeyTony services, you must agree to provide accurate, complete and up to date information when creating a user account. It is the user’s responsibility to properly secure their password. By accepting these terms and creating a HeyTony account, the user agrees that they are responsible for all activities that occur under your account name. HeyTony will assume all communication from said account will have been from you. If the user has an

“Admin” account that has access to the billing of an “organization”, you represent that you are authorized to make decisions on behalf of the customer and agree that HeyTony can trust your actions.

2.2 Breached Account Use. The user is responsible for notifying HeyTony about any breach of account or unauthorized access. HeyTony has the right to request information that can be used to confirm your identity. Any such breaches should be reported to support@heytony.ca. HeyTony is not liable for any loss, damages, liability, expenses, or attorneys’ fees that may accrue due to someone else using your account, with or without your knowledge and authorization. The user is responsible for all losses, damages, liability, expenses and attorneys’ fees associated with the account breach.

3. USER CONTENT AND FEEDBACK

3.1 User Content & Use. HeyTony allows the creation of strategies, and data analysis which includes text, images, files, and other material (collectively, “User Content”). Any user content inputted by users through the HeyTony services is subject to the following terms:

3.1.1 User Content Ownership. Users maintain ownership of any user content that is submitted but HeyTony is not responsible for saving said user content if the user account is terminated. HeyTony maintains the right to access, copy, reproduce, process and/or publish any of the user content. You grant us a non-exclusive, irrevocable, royalty-free license to use, host, run, copy, reproduce, process, adapt, translate, modify, publish, transmit, display and distribute customer content for the purposes of providing, supporting, enhancing, and/or developing our products and services. If any user content violates any of HeyTony terms then we reserve the right to remove said user content.

3.1.2 Feedback. HeyTony service or web application may have features that allow users to input feedback or comments. HeyTony reserves the right to use, copy, reproduce, process, adapt, or publish said feedback. The user agrees to this said stipulation by submitting any such information.

3.2 HeyTony Content. HeyTony keeps all rights and interests in our owned content (“HeyTony Content”). HeyTony Content is protected by copyright, trade secret and other laws, and, as between you and HeyTony, we retain all rights in our services and in any and all HeyTony Content.

4. PAYMENT TERMS

4.1 Auto-renewal of HeyTony services will commence at the end of the term, depending on your selected plan and the months that you and/or your company has chosen to generate. You will be automatically billed unless you cancel before the auto-renewal date.

5. LICENSE AND ACCEPTABLE USE

5.1 User License. Upon agreeing to these terms, HeyTony grants users limited, non-exclusive, non-sublicensable, non-transferable, and revocable license to use the services and web application for internal use only, including any additional users added by the “owner” or “administrator”. Said internal use must comply with all legal requirements laid out by these terms as well as HeyTony privacy policy. HeyTony reserves the right to revoke the user license at any time.

5.2 Terms of Use. All HeyTony users must comply with the below rules when accessing or using the services or web application.

Disruption of the Service. You may not:

- Any probe, scan, or test of the vulnerability of any system or network or breach or circumvent any security or authentication measure;
- Access, tamper, or scrape any non-public areas of HeyTony services or web application. Including any attempts towards HeyTony computer systems, delivery systems, website or otherwise
- Intentionally overwhelming the HeyTony infrastructure (through the use of bots or other automated systems) with the intention of disrupting or harming the HeyTony system
- Any interference or disruption of a HeyTony user, host or network. Including the sending of a virus, spamming, mail-bombing, or flooding of the HeyTony services

Misuse of the Service. You may not utilize the services to:

- Carry out any unlawful or fraudulent activities;
- Impersonate a user or entity with a manner that misleads, confuses, or deceives others;
- Partake in any activity that can be deemed as defamatory or threatening, or constitute as harassment;

- Sharing, publishing, or release of any private or personal information without appropriate permission;
- The sending of unsolicited communications, promotions advertisements, or spam

User Content Standards. Any User Content on the Service or Websites must not:

- Violate anyone's right of privacy or publicity, any intellectual property rights or any applicable law;
- Publish any user content that contains any personal information of minors. Or personal information, such as financial, credit card numbers, social security numbers or health information;
- Contains viruses, bots, worms, or similar harmful materials; or
- Publish any user content that you do not have the right to publicly share

Any violation of section 5 of these terms allows HeyTony to take any immediate or otherwise action that we deem necessary, including but not limited to the suspension or termination of the user account. HeyTony reserves the right to take action without liability if the user breaches any of the guidelines laid out within section 5.

6. PRIVACY

To view HeyTony privacy policy, please visit [this page](#).

7. LIMITATION OF LIABILITY

If HeyTony fails to comply with these terms, we will be responsible for any loss or damage that is a foreseeable result of our breach. HeyTony will not be responsible for any losses that are not a foreseeable result of our actions. The HeyTony services are intended for internal use, HeyTony is not responsible for any loss of profit, loss of business, business interruption, or loss of business opportunity. The information, content and links presented through the services or web application are there for general information purposes. HeyTony does not confirm the usefulness of this information. Any reliance the user places on the services, or such information is at your own risk.

8. MODIFICATION

HeyTony will always have the right to at any point modify, cancel, temporarily or permanently, the service and web application with or without notice. The user agrees that HeyTony is not liable to the user for any such action done to the services or web application.

9. GENERAL TERMS

9.1 If HeyTony does not enforce our rights against you immediately or we delay in doing such. Then that does not mean we have waived any rights and will not mean that you don't have to comply with your agreement. If HeyTony chooses to waive your breach then it will be done via writing, and it will not mean that we waive any future breach by the user.

9.2 HeyTony will not be liable for indirect, punitive, incidental, special, consequential or exemplary damages, or for loss of profits, goodwill or data or other intangible losses, that results from the use of the HeyTony services.

9.3 If you the user is dissatisfied with the HeyTony services or believe that you've been harmed by the use of the services or this agreement then you may terminate your access to the services. That decision is your sole and exclusive remedy (and our sole and exclusive liability) under this agreement.

9.4 Severability. Each paragraph within HeyTony Terms operates on an individual scale. If any relevant authority deems that any section is unlawful or unenforceable, the remaining paragraphs will remain binding.

9.5 Notice. HeyTony may deliver notice to the user by email, posting a notice on the service and web application or any other method we choose. The notice will be effective upon dispatch. If notice is given to HeyTony it becomes effective upon the date it is received. The notice must be sent to the location; 1/2-185 Emerald St. North, Hamilton, Ontario, L8L5K9, Canada or support@heytony.ca.