

# Terms of Service

*Last Updated: Oct 20, 2024*

Subject to the terms and conditions of this agreement, we at Chaser Inc., a company registered in Canada, provide subscription to Chaser, the automated project management assistant tool. The following terms and conditions (“Terms”) govern all use of the <https://trychaser.com> website and all content, service and products available through the website (our “Services”).

Our Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, the Privacy Policy) and procedures that may be published from time to time by Chaser Inc (collectively, the “Agreement”). You agree that we may automatically upgrade our Services, and these Terms will apply to any upgrades.

Please read this Agreement carefully before accessing or using our Services. By accessing or using any part of our Services, you agree to become bound by the Terms of this Agreement. If you do not agree to all the Terms of this Agreement, then you may not access or use any of our Services.

Use of our Services requires a Slack account in order to install the Chaser application into Slack Workspace. The email associated with the Slack account is registered in order to send important announcements about our Services.

## **Intellectual Property**

This Agreement does not transfer from Chaser Inc to you any Chaser Inc or third party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with Chaser Inc. All other trademarks, service marks, graphics and logos used in connection with Chaser Inc or our Services, are trademarks or registered trademarks of Chaser Inc or Chaser Inc’s licensors. Other trademarks, service marks, graphics and logos used in connection with our Services may be the trademarks of other third parties. Your use of our Services grants you no right or license to reproduce or otherwise use any Chaser Inc. or third-party trademarks.

## **Changes**

We are constantly updating our Services and that means sometimes we have to change the legal terms under which our Services are offered. If we make changes that are material, we will let you know by posting on the main page of the pm.bot website, or by sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which the new terms will take effect. If you disagree with our changes, then you should stop using our Services within the designated notice period. Your continued use of

our Services will be subject to the new terms. However, any dispute that arose before the changes shall be governed by the Terms (including the binding individual arbitration clause) that were in place when the dispute arose.

### **Termination**

Chaser Inc. may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement, you may simply discontinue using our Services. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **Disclaimer of Warranties**

Our Services are provided “as is.” Chaser Inc. and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Chaser Inc. nor its suppliers and licensors make any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

### **Jurisdiction and Applicable Law**

Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of our Services will be governed by the laws of Canada., excluding its conflict of law provisions, and the courts of Canada shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these Legal Terms.

### **Arbitration Agreement**

Any dispute arising out of or in connection with these Legal Terms, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by the International Commercial Arbitration Court under the European Arbitration Chamber (Belgium, Brussels, Avenue Louise, 146) according to the Rules of this ICAC, which, as a result of referring to it, is considered as the part of this clause. The number of arbitrators shall be two (2). The seat, or legal place, or arbitration shall be Toronto, Canada. The language of the proceedings shall be English. The governing law of these Legal Terms shall be substantive law of Canada.

### **Limitation of Liability**

In no event will Chaser Inc, or its suppliers or licensors, be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Chaser Inc. under this Agreement during the

twelve (12) month period prior to the cause of action. Chaser Inc. shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

### **General Representation and Warranty**

You represent and warrant that your use of our Services:

1. Will be in strict accordance with this Agreement;
2. Will comply with all applicable laws and regulations (including without limitation all applicable laws regarding online conduct and acceptable content, the transmission of technical data exported from Canada or the country in which you reside, privacy, and data protection); and
3. Will not infringe or misappropriate the intellectual property rights of any third party.

### **Indemnification**

You agree to indemnify and hold harmless Chaser Inc, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of our Services, including but not limited to your violation of this Agreement.

### **Miscellaneous**

This Agreement constitutes the entire agreement between Chaser Inc and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Chaser Inc, or by the posting by Chaser Inc. of a revised version.

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Chaser Inc. may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.