

Method Integration Terms of Service

Last revised on and effective as of April 21, 2016.

General Terms

1. By using method.me, methodintegration.com, methodcrm.com, or any other method websites, applications or services operated by Method Integration Incorporated or one of its partners (“Service”), all services of Method Integration Incorporated (“Method Integration Inc.” or “Method”), you are agreeing to be bound by the following terms and conditions (“Terms of Service”).
2. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms “you” or “your” shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the services.
3. Method Integration Inc. reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time [here](#).
4. Violation of any of the terms below will result in the immediate termination of your Account. While Method Integration Inc. prohibits such conduct and Content on the Service, you understand and agree that Method Integration Inc. cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

Definitions

- **Monthly Plan:** The payment option where customers pay a month in advance for the Method service. They are charged their Current Subscription Price and can cancel at any

time.

- **Prepay Plan:** The payment option where Method customers pay for 12 months of Method up front, for a discount. We calculate a Prepay Balance as follows: $12 \times \text{Current Subscription Price} \times \text{x\% discount}$. Every month the Prepay Balance is deducted by the amount of their Current Subscription Price less a % discount.
- **Prepay Balance:** The amount remaining on their Prepay Plan.
- **Prepay Grace Period:** The 30 day period after the customer signs up (enrolls), renews or auto-renews for the Prepay Plan. During this window they may switch to a Monthly Plan without penalty.
- **Current Subscription Price:** The value of the customer's subscription, represented as a monthly price. It considers point in time packs, user licenses and any metered usage such as portal, public pages and storage. This is calculated every month on the Monthly Billing Date and is used to update the Prepay Balance and Prepay Renewal Date.
- **Monthly Billing Date:** This is the day of the month that customers on the Monthly Plan are charged and customers on the Prepay Plan have their Prepay Balance deducted.
- **Prepay Renewal Date:** The projected renewal date for those on the Prepay Plan. It is calculated based on the Current Subscription Price and the Prepay Balance. This date may shift earlier or later based on increase or decrease in Current Subscription Price respectively.

Account Terms

1. You must be 13 years or older to use this Service.
2. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
3. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
4. Your login may only be used by one person – a single login shared by multiple people is not permitted. You may create separate logins for as many people as you'd like, and acknowledge that additional users may be subject to additional subscription fees.
5. You are responsible for maintaining the security of your account and password. Method Integration Inc. cannot and will not be liable for any loss or damage from your failure to

comply with this security obligation.

6. You are responsible for all Content posted and activity that occurs within your account (even when Content is posted by others who have access to your account).
7. If you are using a free account you are not permitted to block ads.
8. One person or legal entity may not maintain more than one free or trial account.
9. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use or by the user of the Service, violate any laws in your and any other applicable jurisdiction (including but not limited to copyright laws).

Method API Terms

Customers may access their Method account data via an API (Application Programming Interface). Any use of the API, including use of the API through a third-party product that accesses Method Integration, is bound by the terms of this agreement and applicable Method policies plus the following specific terms.

1. You expressly understand and agree that Method Integration Inc. shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Method Integration Inc. has been advised of the possibility of such damages), resulting from your use of the API or third-party products that access data via the API.
2. Abuse or excessively frequent requests to Method Integration via the API may result in the temporary or permanent suspension of your account's access to the API. Method Integration Inc., in its sole discretion, will determine abuse or excessive usage of the API.
3. Method Integration Inc. reserves the right at any time to modify, throttle (limit rate of requests and responses) or discontinue, temporarily or permanently, your access to the API (or any part thereof) with or without notice.

Payment, Refunds, and Modifications (Upgrading and Downgrading) Terms

1. A valid payment method (such as a credit card) is required for paying accounts.
 1. For your convenience, your Monthly and Prepay Plan subscriptions will auto-renew until you cancel the service in accordance with the terms.
2. For Monthly Plan:

1. After the initial sign-up, if you don't cancel within the month, you will be billed on an ongoing monthly subscription, provided you have entered payment details. If you cancel prior to the processing of your 2nd invoice, you are eligible for a refund on your first month's usage. If you cancel after the processing of your 2nd invoice, no refund will be issued on any of your past monthly invoices.
 2. The Service is billed in advance on a monthly basis and is non-refundable, after the 2nd invoice is processed. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account.
 3. For any upgrade or downgrade in plan level, your credit card or electronic check that you provided will automatically be charged the new rate on your next Monthly Billing Date.
3. For Prepay Plan:
1. You have the option to enroll in Method's Prepay plan. As you enroll, you will be charged the full Prepay amount right away. Once a month, on your Monthly Billing Date, we calculate your Current Subscription Price, which is then deducted from the Prepay Balance (with appropriate discount and taxes) until it is used up, for up to the time specified within the Prepay Balance Expiration policy.
 2. After enrolling in the Prepay plan, only within the Prepay Grace Period you may switch back to A Monthly Plan. We will make this switch and refund any remaining paid balance (prorated on the daily basis) minus any applicable discount. Please contact us if you need to make the switch back to a Monthly Plan.
 3. As your usage changes, your balance will be charged accordingly. If your usage (for example, numbers of users) has increased, your monthly deductions will increase accordingly and your balance may be depleted before the annual anniversary date of initial enrollment or last past Prepay Renewal Date. When your balance runs out, we will automatically renew

your Prepay Plan and charge a payment accordingly. Correspondingly, if your usage has decreased, your anniversary will be delayed up to the period specified in the Balance Expiration policy.

4. Balance Expiration Policy: Your annual Prepay Balance expires 18 months from when you last enrolled into the Prepay Plan or the last past Prepay Renewal Date. Any balance is not eligible for refund, credit or carryforward.
 5. Within 30-days in advance of the Prepay Renewal Date, you may notify Method in accordance with the cancellation policy to cancel your account as of the renewal date. After the renewal date, you may switch back to the Monthly Plan within the Prepay Grace Period.
 6. The Prepay Renewal amount will be based on the expected monthly Current Subscription Price at the time of renewal. You will be immediately charged the full Prepay amount at the time of renewal.
4. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.
 5. Your Service may cause the loss of Content, features, or capacity of your Account. Method Integration Inc. does not accept any liability for such loss.
 6. We will transfer your balance from one Method account to another Method account given the closure and creation happen at the same time. You will not be eligible for any free trial, grace period or price guarantees during a transfer.
 7. If you have multiple Method accounts, they are billed separately and based on their own usage and payment plan. Additional Professional Services charges may apply should you choose to engage Method staff for consulting, data migration or any other services.
 8. You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.

Cancellation and Termination

1. You are responsible for properly canceling your account. Just an email or phone voice mail or any other “one-way” communication to cancel your account is not considered

cancellation. You must confirm your cancellation with your Method Account Manager and receive a response.

2. All of your content and customizations, whether created as part of a free trial or a paid service will be immediately deleted from the Service upon cancellation. This information can not be recovered once your account is cancelled.
3. For Monthly Plans: If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again.
4. For Prepay Plans:
 1. With the exception of the aforementioned Refund and Modifications terms, no refund or credit will be issued. Before the Prepay Plan plan renews, you may cancel it to ensure it is not renewed.
 2. Prepay Balance is not considered a credit and hence is not eligible for a refund.
5. Method Integration Inc., in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Method Integration Inc. service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account. Method Integration Inc. reserves the right to refuse service to anyone for any reason at any time. You will not be eligible for any refunds or credit on any outstanding balance.

Copyright and Content Ownership

1. We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours. However, by setting your pages to be shared publicly, you agree to allow others to view and share your Content.
2. Method Integration Inc. does not pre-screen Content, but Method Integration Inc. and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.
3. The look and feel of the Service is copyrighted by Method Integration Incorporated. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from Method Integration Inc.

4. Subject to the limited rights expressly granted hereunder, Method reserves all of our right, title and interest in and to the Services and Content, including all of our related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

General Conditions

1. Your use of the Service is at your sole risk. The service is provided on an “as is” and “as available” basis.
2. Technical support is only provided to paying account holders or to those utilizing our Free Trial.
3. You understand that Method Integration Inc. uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
4. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, Method Integration Inc., or any other Method Integration Inc. service.
5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Method Integration Inc.
6. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
7. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Method Integration Inc. customer, employee, member, or officer will result in immediate account termination.
8. You understand that the technical processing and transmission of the service, including your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
9. You must not upload, post, host, or transmit unsolicited email, SMSs, or “spam” messages.

10. You must not transmit any worms or viruses or any code of a destructive nature.
11. If your bandwidth usage exceeds 1000 MB/month, or significantly exceeds the average bandwidth usage (as determined solely by Method Integration Inc.) of other Method Integration customers, we reserve the right to immediately disable your account or throttle your file hosting until you can reduce your bandwidth consumption, or charge your account overage fees. The bandwidth limit is subject to change within 30 days notice.
12. Method Integration Inc. does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
13. You expressly understand and agree that Method Integration Inc. shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Method Integration Inc. has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.
14. In no event shall the aggregate liability of each party together with all of its affiliates arising out of or related to this agreement exceed the total amount paid by you and your affiliates hereunder for the services giving rise to the liability in the twelve months preceding the first incident out of which the liability arose. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability, but will not limit your and your affiliates' payment obligations to method for products and services provided.
15. The failure of Method Integration Inc. to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Method Integration Inc. and govern your use of the Service, superceding any prior agreements between you and Method Integration Inc. (including, but not limited to, any prior versions of the Terms of Service).

16. You will defend and indemnify Method against any claim, demand, suit or proceeding made or brought against Method by a third party alleging that any of Your Data infringes or misappropriates such third party's intellectual property rights, or arising from Your use of the Services or Content in violation of the Agreement, the Documentation, Order Form or applicable law (each a "Claim Against Us"), and You will indemnify Method from any damages, attorney fees and costs finally awarded against Method as a result of, or for any amounts paid by Method under a settlement approved by You in writing of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.
17. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
18. Irrespective of where you are domiciled, the governing laws will be applicable laws of Province of Ontario and federal laws of Canada; with the Courts of Toronto, Ontario, Canada having an exclusive jurisdiction.
19. You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.
20. Questions about the Terms of Service should be sent to method@method.me.