

# Terms of Service:

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The following terms and conditions govern all use of the [aps.panosoft.com](https://aps.panosoft.com) website and all content, services and products available at or through the website, including, but not limited to, the TRIO. The Website is owned and operated by Panoramic Software Inc.. The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, and procedures that may be published from time to time on this Site by Panoramic Software (collectively, the “Agreement”).

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the web site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by Panoramic Software, acceptance is expressly limited to these terms. The Website is available only to individuals work for Adult Protective Service Government Agencies.

1. **Your [aps.panosoft.com](https://aps.panosoft.com) Account.** If you are an agency on the TRIO, you are responsible for maintaining the security of your user access and passwords, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the TRIO. You must immediately notify Panoramic of any unauthorized uses of your TRIO Agency, your user profiles or any other breaches of security. Panoramic will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.
2. **Responsibility of Users.** If you administer an agency, You are entirely responsible for the user access to that agency, and any harm resulting from those users.
3. Panoramic has the right (though not the obligation) to, in Panoramic’s sole discretion (i) refuse or remove any agency or user that, in Panoramic’s reasonable opinion, violates any Panoramic policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in Panoramic’s sole discretion. Panoramic will have no obligation to provide a refund of any amounts previously paid.

4. **Advertisements.** Panoramic reserves the right to display advertisements in TRIO.
5. **Changes.** Panoramic reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. Panoramic may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.
6. **Termination.** Panoramic may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this, you may simply discontinue using the Website.
7. **Disclaimer of Warranties.** The Website is provided “as is”. Panoramic 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 Panoramic nor its suppliers and licensors, makes any warranty that the Website 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, the Website at your own discretion and risk.
8. **Limitation of Liability.** In no event will Panoramic, 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 Panoramic under this agreement during the twelve (12) month period prior to the cause of action. Panoramic 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.
9. **General Representation and Warranty.** You represent and warrant that (i) your use of the Website will be in strict accordance with the Panoramic Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws

regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

10. **Indemnification.** You agree to indemnify and hold harmless Panoramic, 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 the Website, including but not limited to your violation of this Agreement.
11. **Miscellaneous.** This Agreement constitutes the entire agreement between Panoramic and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Panoramic, or by the posting by Panoramic of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of the state of California, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Marin County, California. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in San Francisco, California, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. 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; Panoramic 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.