

June 18, 2020

Terms of Use and Service

Please read this Terms of Use and Service carefully, as you automatically accept them by using the content and services described on www.CattUnitracc.ca website and www.catt.unitracc.com online platform (hereinafter referred to as CATT.UNITRACC) as a binding part of the contractual terms.

The terms, conditions and notices contained herein, constitute an agreement between you and CATT.UNITRACC (the "Agreement") regarding your use of the online platform and website. By accessing the CATT.UNITRACC platform, you accept the Agreement. If you do not accept the Agreement in its entirety, you must not access or use the platform.

CATT.UNITRACC is a web-based content and service offered by CATT (Centre for Advancement of Trenchless Technologies) and Visaplan GmbH, Bochum, Germany.

CATT.UNITRACC reserves the right to change these Terms of Use and Service from time to time without prior notice. You are obliged to adhere to the revisions made to these Terms of Use and Service and should therefore check these Terms of Use and Service occasionally so that you are aware of all possible changes. After any change to this Agreement, CATT.UNITRACC may, but is not obliged to, ask you to actively confirm your acceptance of the revised Agreement. If CATT.UNITRACC does not do so, but you continue to use the platform after the changes come into effect, you will be deemed to have agreed to abide by the revised Terms of Use and Service. If you do not agree with the revised Terms of Use and Service, you must discontinue using the platform and, if applicable, instruct CATT.UNITRACC to disable any usernames and passwords assigned to you.

1. Scope

These general Terms of Use and Service apply to all individuals and organizations who use free (hereinafter referred to as USER) or fee-based (hereinafter referred to as CUSTOMER) content or service from CATT.UNITRACC, i.e., access or use of information, data, products or services from CATT.UNITRACC. By using CATT.UNITRACC you accept these Terms of Use and Service as binding. In addition to these general Terms of Use and Service, the supplementary service descriptions of the service offers and the currently valid price list apply. Other terms and conditions that might deviate from this Terms of Use and Service do not apply. This is also valid if CATT.UNITRACC does not expressly contradict these terms and conditions.

2. Description of services

CATT.UNITRACC operates an internet only platform which offers information and services in the form of electronic texts, moving and still pictures (computer animations) in addition to sound signals and usually makes offers for the implementation of other services available through computer programs. The range of information and services offered by CATT.UNITRACC is primarily aimed at learners in the field of "underground infrastructure". The use of the range of services requires professional knowledge. In

in addition to its own content and services, CATT.UNITRACC may offer selected and authorized third parties (AUTHORS) the opportunity to post their own information and services and thus to disseminate them via the Internet. Appropriate approval from CATT.UNITRACC is required to be able to enter your own information in CATT.UNITRACC. With this approval, the user receives the status of an AUTHOR. CATT.UNITRACC offers product-related information which may include information provided by a third party. The inclusion of any information or hyperlink does not imply that CATT.UNITRACC endorses any of the content including news, opinions, advice, statements and advertisements of the third-party website. The third-party content and websites are not under the control of CATT.UNITRACC, and by accessing them, you do so at your own risk. CATT.UNITRACC is not responsible for web streaming or any other form of transmission received from any third-party site, nor is CATT.UNITRACC responsible if the third party site is not working appropriately. Any transactions that take place between you and the third party, are directly with the third party, and CATT.UNITRACC cannot be held responsible for any loss or damage you may incur as a consequence thereof.

2.1 Rights to CATT.UNITRACC

USERS and CUSTOMERS acknowledge that the web-based content and service offered at www.catt.unitracc.com is a database work created by Visaplan GmbH. Visaplan GmbH also has the rights to all other elements of CATT.UNITRACC, unless identified otherwise, in particular the usage and ancillary rights to the content and documents contained. Brands, company logos, other marks or protective notices, copyright notices, serial numbers and other features serving to identify CATT.UNITRACC or individual elements thereof may not be removed or changed. This also applies to printouts from the database.

In addition, you acknowledge that any and all information, content, links, reports, data, databases, e-mails, code, photographs, pictures, video, files, graphics, interfaces, web pages, text, files, software, product names, company names, trade-marks, logos, trade names, or other materials contained on the platform (collectively the "Content") including the manner in which the Content is presented or appears and all information relating thereto, are the property of their respective owners as indicated, CATT.UNITRACC or its licensors, as the case may be. Except as expressly provided, you are not granted any rights in or to the Content available on or via the CATT.UNITRACC platform. All such rights remain with their respective owners.

Unless otherwise indicated, information contained in this platform is Copyright © 2020, CATT.UNITRACC or Visaplan GmbH. All rights reserved. Other names appearing on the platform may be trademarks of their respective owners.

2.2 Authorization to change the Content

CATT.UNITRACC is entitled to change, restrict, exchange or remove the Contents and offers of CATT.UNITRACC at any time without prior notice and reasons. There is no entitlement to the provision or continuation of a specific offer at any time, unless this is contractually regulated differently. If such change leads to a substantial restriction of the Content available to the customer in accordance with the usage contract, the remuneration to be paid by the customer is reduced accordingly.

3. Rights of use

USERS and CUSTOMERS receive the simple right to use the information and services offered by CATT.UNITRACC for the duration of the contract within the scope of the usage contract and the following provisions. This right of use is not transferable to third parties. If this involves information or services from third parties, a right of use can only be transferred to the extent that CATT.UNITRACC can transfer it based on agreements with the third party. Copyright, license and other property rights of third parties are expressly reserved. The retrieved documents may only be used by USERS / CUSTOMERS for their personal use. Any commercial transfer, in particular the sale, rental, leasing or lending of the information and services in whole or in part, is prohibited. The use of access-protected information and services from CATT.UNITRACC by third parties not registered with CATT.UNITRACC is not permitted. In particular, it is not permitted to collect, reproduce or copy elements of the database or computer programs belonging to the database for use by unauthorized third parties or to copy them onto other data carriers or to save them on retrieval systems. The permanent storage of downloaded data is not permitted; the USER / CUSTOMER can print out individual documents. CATT.UNITRACC is entitled to take technical precautions to prevent use beyond the scope of the contract, in particular to install appropriate access blocks. The USER / CUSTOMER is obliged to provide CATT.UNITRACC with the information and documents required for verification.

4. Access

Much of the information and services provided by CATT.UNITRACC are protected by credentials and password and/or subject to a fee and can only be accessed by the USER / CUSTOMER after authorization by CATT.UNITRACC. The access authorization is confirmed by CATT.UNITRACC by email. If there are several authorized users in an organization, each must be registered separately and given his own username and password by CATT.UNITRACC. Every USER / CUSTOMER is obliged to keep their access data secret and to prevent misuse by third parties. The organization that purchased CATT.UNITRACC services must ensure that all of CATT.UNITRACC USERS / CUSTOMERS adhere to this obligation. If the USER / CUSTOMER becomes aware of the misuse of his access data, he will immediately inform CATT.UNITRACC and change his password independently via the functions provided or arrange for the change to be made by CATT.UNITRACC. If the USER / CUSTOMER has forgotten his password, he can have a new password sent to him via the functions provided after an appropriate security check or have CATT.UNITRACC assign him a new password. You are not entitled to a certain password. The new password will be sent to the email address stored in CATT.UNITRACC.

4.1 Registration

In order to obtain access to protected areas of CATT.UNITRACC, a visitor to the platform must register with CATT.UNITRACC. Upon completion of the registration, the USER / CUSTOMER assures that the data and information requested as part of the registration process is correct and complete. Entering incorrect data constitutes a violation of the Terms of Use and Service. Only individuals or legal entities shall register. Each USER / CUSTOMER can only be registered once. Exceptions to this are registrations for training and further education purposes after separate consultation. USERS / CUSTOMERS receive

access data (username and password) during the registration process, which will be clearly assigned to them. If the registration data of the USER / CUSTOMER changes, the USER / CUSTOMER undertakes to inform CATT.UNITRACC immediately or to make the changes themselves. The changes can be implemented online using the "Personal Settings" function.

5. Obligations

CATT.UNITRACC USERS / CUSTOMERS are responsible for ensuring that the technical pre-requisites for access to UNITRACC are available, in particular with regards to the hardware and software used and the required internet connection. For the proper and unrestricted use of CATT.UNITRACC, the USER / CUSTOMER must keep a current internet browser. The browser settings must accept "Cookies" and allow JavaScript. In addition, the browser must enable the display of Macromedia Flash and Macromedia Shockwave elements for the unrestricted multimedia use of the content. It is the USER / CUSTOMER's responsibility to make the appropriate settings and installations. In the event of further development of the software platforms and other technical components of the system by CATT.UNITRACC, it is the responsibility of the USER / CUSTOMER to take the necessary adaptation measures to comply with the software and hardware requirements used by CATT.UNITRACC. The USER / CUSTOMER is obliged to take the necessary precautions to secure his system, in particular to carry out regular data backups and to use current protection software to protect against computer viruses. CATT.UNITRACC is not liable for any virus damage that that may occur from accessing the platform or any websites connected to the platform.

6. Access abuse

In the event of misuse of the access or violation of the Terms of Use and Service, CATT.UNITRACC is entitled, at their discretion, to exclude USERS / CUSTOMERS from further use of the access-protected platform with immediate effect, for the following reasons:

- Incorrect information when registering,
- Abuse of CATT.UNITRACC services,
- Damage or impairment of the functionality of the CATT.UNITRACC services.

The USERS / CUSTOMERS are burdened with proof and evidence to demonstrate their correctness in using the services and functionalities and providing truthful registering information to CATT.UNITRACC.

7. Prices and terms of payment

The price and plan information, a part of this Terms of Use and Service, is available at www.CattUnitracc.ca website. The full amount of the subscription fee is due in advance at the beginning of the contract term.

8. Right of withdrawal

CUSTOMERS have the right to cancel this contract within fourteen days without giving any reason, provided they have not accessed the CATT.UNITRACC platform and Content. The cancellation period is fourteen days from the day registering information is provided and payment is completed. In order to exercise the right of withdrawal, a clear statement must be made in writing to:

Centre for Advancement of Trenchless Technologies
University of Waterloo
200 University Avenue West
Waterloo, ON N2L 3G1 Canada
Email Address: catt.unitracc@uwaterloo.ca

If this contract is revoked, 90% of the payments received by CATT.UNITRACC will be repaid. For this repayment, we will use the same means of payment that was used in the original transaction. Once the CUSTOMER has registered and accessed the portal, payments are non-refundable, including fees and charges. IMPORTANT: If the services started (i.e., CATT.UNITRACC Content is accessed) during the cancellation period, the right of cancellation expires, because with digital products such as e-learning content, the product is already fully available after “user” and “password” creation.

9. Term and termination

The contractual relationship between CATT.UNITRACC and the USER / CUSTOMER is concluded after the period specified in the subscribed plan. If the customer wishes to terminate the contract before this period, the notice of termination must be given in writing and takes effect upon receipt of the notice of termination. No refunds will be issued by CATT.UNITRACC due to contract termination. The right by CATT.UNITRACC to terminate the contract for good cause remains unaffected. There is an important reason for CATT.UNITRACC, in particular, if the provisions of Section 6 of the conditions are violated.

10. Subscription Renewal

Sixty days prior to subscription expiration, CATT.UNITRACC will send a renewal notice. Upon renewal, terms as described in this document will apply.

11. Liability

CATT and Visaplan GmbH assume no liability for breaches of duty by vicarious agents of CATT.UNITRACC. Liability for indirect damage, lost profit and atypical consequential damage is excluded. Liability is excluded in particular if a defect is based on circumstances for which the USER / CUSTOMER is responsible for, especially if the customer violates his obligation to cooperate in accordance with Section 5 or there is a case of force majeure (natural disasters, strikes, terrorist attacks).

The use of this platform and the Content is at your own risk and CATT.UNITRACC, its licensors, suppliers, and any respective directors, officers, employees or agents assumes no liability or responsibility pertaining to the content or your use of this platform. In no event shall CATT.UNITRACC, its licensors, suppliers, and any respective directors, officers, employees or agents be liable for any special, incidental, consequential, exemplary or indirect damages resulting from or arising in connection with this platform, the Content, the Privacy Policy or this Agreement, including without limitations any loss of revenues, loss of use, the incapacity to reach any objective, or the loss of data or of computer time use, even if they have been advised of the possibility of such damages by you or any other person.

In no event shall CATT.UNITRACC, its licensors, suppliers, and any respective directors, officers, employees or agents be liable to you or any person on account of your or that person's use or misuse of and reliance on the content or other materials accessible on or via the platform.

In no event shall CATT.UNITRACC, its licensors, suppliers, and any respective directors, officers, employees or agents be liable to you or any person with respect to damages incurred by reason of any services or goods received through or advertised on the platform or website or received through any links provided in the platform.

CATT.UNITRACC, its licensors, suppliers, and any respective directors, officers, employees or agents will not be responsible for any damages you or any third party may suffer as a result of the transmission, storage or receipt of confidential, personal or proprietary information that you make or that you expressly or implicitly authorize CATT.UNITRACC to make, or for any errors or any changes made to any transmitted, stored or received information.

CATT.UNITRACC assumes no obligation to update the content on the platform or the website. The content on the platform and website may be changed without notice to you. CATT.UNITRACC is not liable for the correctness, completeness, topicality and truthfulness of the information available on the platform. The timeliness of the content can only be ensured to a limited extent. For authors' works (comments, manuals), an update between two print runs cannot be guaranteed for copyright reasons. CATT.UNITRACC, its licensors, suppliers, and any respective directors, officers, employees or agents are not responsible for any content or information that you may find undesirable or objectional. CATT.UNITRACC, its licensors, suppliers, and any respective directors, officers, employees or agents disclaim any liability for unauthorized use or reproduction of any portion of the platform or website. Accessing the platform or website or the content from territories where it may be illegal is prohibited.

The limitations specified above shall apply regardless of the causes or circumstances giving rise to the claim, even if such claim is based on breach of contract, negligence or other tort, and shall survive a fundamental breach or failure of essential purpose of any limited remedy or this Agreement.

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, or relating to, your use of the platform must be filed within one (1) year after such claim or cause of action arises, or it will be permanently barred. You also agree to waive any rights you may have: (i) to participate in any class action lawsuits and (ii) to a trial by jury.

You agree at all times to indemnify, defend and hold harmless CATT.UNITRACC and its licensors, suppliers, and any respective directors, officers or employees against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by CATT.UNITRACC directly or indirectly in respect of (i) any information or other content you provide on or through the platform or website or by e-mail or other correspondence; or (ii) your use or misuse of the Content or the platform or website, including without limitation infringement claims.

12. Platform availability

UNITRACC has taken great care in developing the platform. Nevertheless, due to the use of computer programs and the possibility of access via internet, it cannot currently be ruled out that the platform is completely error-free. CATT.UNITRACC cannot guarantee that the platform's range of services is continuously available. USERS / CUSTOMERS can therefore not assert any claims against CATT.UNITRACC due to disruption or limited availability of data traffic or due to disruption and/or changes to the services offered by CATT.UNITRACC. The availability of CATT.UNITRACC can be temporarily limited for technical reasons, e.g., due to required maintenance work. If the server fails for a significant period (1 week) during normal service, the customer's payment obligation is reduced accordingly.

13. Data protection and confidentiality

CATT.UNITRACC respects the rights and privacy of all individuals. All information collected when registering for CATT.UNITRACC will be kept in the strictest confidence. CATT does not sell, trade or share this information with third parties and adheres to the University of Waterloo [Policy 46 – Information Management](#) to safeguard data and information. CATT will share USERS / CUSTOMERS information with Visaplan GmbH to set up credentials on the CATT.UNITRACC system. UNITRACC stores the inventory and usage data in machine-readable form in accordance with the German Federal Data Protection Act. The contracting parties undertake to treat the information from the area of the other party that becomes known to them as part of the execution of the contract confidentially.

14. General provisions

The www.CattUnitracc.ca website is managed by CATT in Waterloo, Ontario, Canada, and the www.catt.unitracc.com platform by Visaplan GmbH in Bochum, Germany. By accessing the platform and the website, you agree that any legal matter that may arise between you and CATT.UNITRACC relating to the Contents of the platform or the website shall be governed by the laws of the Province of Ontario, Canada and exclusively by its courts without reference to the conflict of laws provision. The parties agree to attorn to the jurisdiction of the courts of the Province of Ontario for the conduct of any legal proceedings under, or related to, this Agreement.



CATT.UNITRACC makes no promise that anything on the platform is appropriate or available for use in locations outside Canada and the United States of America. The platform and its Contents are intended for use only in jurisdictions where they may lawfully be offered for use.

If a court of competent jurisdiction deems any provision unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

CATT.UNITRACC may assign this Agreement, in whole, or in part, at any time, with or without notice to you. You may not assign your rights or delegate your duties under this Agreement, either in whole or in part, without the prior written consent of CATT.UNITRACC

15. Contact Information

If you have any questions regarding this Agreement, please contact CATT.UNITRACC at
University of Waterloo
Centre for Advancement of Trenchless Technologies (CATT).
200 University Avenue
Waterloo, Ontario
Canada N2L 3G1
Email: catt.unitracc@uwaterloo.ca

16. English Language

The parties confirm that it is their wish that this Agreement as well as all other documents relating to this Agreement, including notices, be drawn up in English only.