

Fluid Mobility Terms and Conditions

Effective Date: March 26, 2026

Last Updated: March 26, 2026

Governing Law: Province of Ontario, Canada

1. Overview

These Terms and Conditions ("Terms") govern access to and use of Fluid Mobility software, hosted services, mobile applications, APIs, integrations, and related services (collectively, the "Services").

These Terms apply to any customer ("Customer") that enters into an order form, statement of work (SOW), quote, or other agreement ("Order") referencing these Terms.

If a separate signed agreement exists between the parties, that agreement will take precedence in the event of a conflict.

2. License and Access

2.1 License Grant

Fluid Mobility grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to use the Services solely for internal business purposes, subject to these Terms and payment of all applicable fees.

2.2 Scope of Use

Use of the Services is limited to the scope defined in the applicable Order, including users, devices, locations, and usage limits.

2.3 Cloud and On-Premises

Cloud Services are provided on a subscription basis and may be updated, modified, or temporarily suspended for maintenance, security, or compliance reasons.

For on-premises deployments, Customer is responsible for infrastructure, security, backups, and system integrity unless otherwise agreed in writing.

2.4 Professional Services

Implementation, configuration, training, or support services are only provided where explicitly set out in an Order or SOW.

3. Restrictions

Customer will not, and will not permit any third party to:

- Copy, modify, or create derivative works of the Services;
- Reverse engineer, decompile, or attempt to derive source code or underlying structure;
- Resell, sublicense, distribute, or make the Services available to third parties;
- Circumvent or interfere with security, licensing, or access controls;
- Use the Services to build or support a competing product or service;

- Use the Services in violation of applicable law or beyond the agreed scope.
4. Customer Responsibilities
Customer is responsible for all activity under its accounts and will:
- Maintain the confidentiality of login credentials;
 - Ensure compliance with applicable laws and regulations;
 - Obtain all required consents for the use of geolocation, device data, and related information;
 - Maintain compatible systems and environments;
 - Promptly notify Fluid Mobility of any unauthorized use or security incident.
5. Ownership and Intellectual Property
All rights, title, and interest in and to the Services remain with Fluid Mobility and its licensors.

No rights are granted except as expressly stated in these Terms.

5.1 Feedback

Any feedback provided by Customer may be used by Fluid Mobility without restriction or obligation.

6. Confidentiality

Each party agrees to protect the other party's confidential information using reasonable care and to use such information only as necessary to perform under these Terms.

Confidential information does not include information that is publicly available, independently developed, or lawfully obtained from a third party.

7. Data Rights and Privacy

7.1 Customer Data

Customer retains ownership of all Customer Data.

7.2 Use of Data

Customer grants Fluid Mobility the right to process Customer Data as necessary to provide, maintain, and improve the Services.

7.3 Aggregated Data

Fluid Mobility may use anonymized and aggregated data for analytics, reporting, and product improvement.

7.4 Security

Fluid Mobility applies reasonable safeguards for cloud Services. Customer is responsible for security in on-premises environments.

7.5 Backups

Cloud backups are performed as part of normal operations but are not guaranteed. Customer is responsible for backups in on-premises environments.

8. Third-Party Services

The Services may rely on or integrate with third-party systems. Fluid Mobility is not responsible for the performance, availability, or actions of third-party providers.

9. Fees and Payment

All fees are as set out in the applicable Order and are non-refundable unless otherwise agreed.

Fluid Mobility may suspend Services for non-payment after reasonable notice.

Customer is responsible for all applicable taxes.

10. Term and Termination

These Terms remain in effect for the duration of any active Order.

10.1 Suspension

Fluid Mobility may suspend access to the Services where necessary to address security risks, non-payment, or violations of these Terms.

10.2 Termination

Either party may terminate for material breach that is not cured within a reasonable period after notice.

10.3 Effect of Termination

Upon termination, Customer must stop using the Services. Data export may be requested for a limited period following termination, subject to technical feasibility.

11. Updates and Support

Fluid Mobility may update or modify the Services from time to time.

Support and service levels apply only where expressly included in an Order or separate agreement.

11.1 Beta Services

Any beta, trial, or evaluation features are provided as-is and may be discontinued at any time.

12. Acceptable Use

Customer will not use the Services to:

- Transmit malicious code;
- Interfere with system integrity;
- Attempt unauthorized access;
- Violate applicable laws.

13. Disclaimer

The Services are provided on an as-is and as-available basis. Fluid Mobility makes no warranties, express or implied, including with respect to performance, availability, or fitness for a particular purpose.

14. Operational Limitations

The Services are not emergency or life-safety systems.

Performance may be affected by device limitations, connectivity, environmental conditions, user behavior, or third-party systems. Customer is responsible for determining appropriate use and should not rely on the Services as the sole basis for safety-critical decisions.

15. Indemnification

Customer will indemnify and hold harmless Fluid Mobility from any claims arising from Customer Data, misuse of the Services, or violation of these Terms or applicable law.

16. Limitation of Liability

To the maximum extent permitted by law, Fluid Mobility is not liable for indirect, incidental, or consequential damages.

Total liability will not exceed the fees paid by Customer in the 12 months preceding the claim.

17. Audit

Fluid Mobility may verify Customer's use of the Services to ensure compliance with agreed terms. Any unauthorized use may result in additional fees.

18. Changes to Terms

These Terms may be updated from time to time. Updates will apply prospectively.

19. Miscellaneous

- Neither party is liable for delays caused by events beyond reasonable control;
- Customer may not assign these Terms without consent, except in connection with a business transfer;
- The parties are independent contractors;
- These Terms, together with any Orders, form the entire agreement.

19.1 Governing Law

These Terms are governed by the laws of Ontario, Canada. Courts located in Toronto, Ontario have exclusive jurisdiction.

20. Enforcement

Customer acknowledges that misuse of the Services or violation of intellectual property rights may result in immediate suspension or termination.

Fluid Mobility reserves all rights to enforce these Terms and seek appropriate remedies where necessary.

End of Terms

