



TERMS AND CONDITIONS OF USE

LAST UPDATE: 2018/01/20

1 DEFINITIONS

“AUTOPROP”, “Our”, “Us”, or “We” – in reference to AUTOPROP SOFTWARE LTD;

“Account Information” – Your personal information, including name, email, contact information, Third Party Source credentials, passwords, Usernames, PINs, and other log-in or registration information;

“Agreement” – The terms and conditions set forth in this document between AUTOPROP and its User;

“Amendments” – updates, contractions, expansions, or revisions to the Agreement;

“Automation” – a string of code that provides Report Content by acting as an Intermediary between a User and Third Party Source;

“Databases”, or “Datasources” – collection of data provided by AUTOPROP or a Third Party Source;

“Intermediary” –the nature of the relationship between AUTOPROP and its Users, whereby both parties maintain independent legal status and separation;

“Malicious Code” – viruses, worms, time bombs, Trojan horses, and other harmful code, files, scripts, agents or programs;

“Services” – has the meaning ascribed to it in Section 3 of the Agreement;

“Support” – any communication between AUTOPROP and a User in relation to usage of the Services;

“Report Content” – data, presentation, analysis, ideas, text or substance presented on Third Party Source websites, software or databases;

“Term” – refers to the length of time a User has committed to engage in the Services;

“Third Party Source” – a company, individual or entity which automates, aggregates or presents information, and makes such information available to Users or the general public for a fee or otherwise;

“User”, “You”, or “Your” –an authorized Person or Legal Entity who is a buyer, customer, visitor, User, or consumer of AUTOPROP or any Report Content featured on AUTOPROP;

“Web Application”, “Site”, or “Website” – refers to the web, desktop or mobile platform through which the Services are provided.

2 THE AGREEMENT

2.1 Acceptance of the Agreement: By clicking “I Agree”, accessing or using the Services or any part thereof, You agree to be legally bound by the Agreement. If You are entering into the Agreement on behalf of another person or legal entity, You agree to have had the authority and power to bind them into the Agreement at the time the Agreement was entered.

2.2 If You do not agree: If You do not agree to the Agreement, or if You do not have the right, power, and authority to agree to and be bound by the Agreement, You may not use the Services. Furthermore, You may not use the Services and You may not accept the Agreement if You are not at least 18 years of age, and, in any event, of a legal age or capacity to form a binding contract.

3 THE SERVICES

3.1 Description: The Services constitute any product, service, algorithm, or communication that enables or assists with automating a User's access to Third Party Source web services, where AUTOPROP acts as an Intermediary between the Third Party Source and a User. The sole purpose of the Services is to expedite the process by which a User collects Third Party Source Report Content, with the implicit assumption that the User has access, permission or proper credentials to obtain such information from the Third Party Source. AUTOPROP provides Users the Report Content without altering or applying any analysis to the information or data from a Third Party Source. The Services shall include all updates, enhancements and modifications thereto, and all intellectual property contained therein (see Section 11). In addition, the Services shall include any Support provided by AUTOPROP. Unless explicitly stated otherwise, any new features that augment or enhance the Services, including the release of new AUTOPROP services, shall be subject to the Agreement.

3.2 Limitations on Use: You agree to use the Services only for purposes permitted by this Agreement, and only to the extent permitted by any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. If Your use of the Services or other behavior intentionally or unintentionally threatens AUTOPROP's ability to provide the Services or other systems, AUTOPROP shall be entitled to take all reasonable steps to protect the Services and AUTOPROP's Web Application, which may include suspension of Your access to the Services or termination of Your account (see Section 14.1). You understand and agree that the Services are provided as-is, and AUTOPROP offers no assurances on the presence, accuracy or reliability of Report Content, now or in the future. AUTOPROP assumes no responsibility for the timeliness or failure to store any User communications, personalization settings or reports.

The Services are provided solely for general information purposes, and do not constitute any real estate, legal, tax, accounting or other professional advice, nor do they constitute an offer to sell, lease, or otherwise engage in a transaction.

3.3 Availability of the Services: The Services, or any feature or part thereof, may not be available in all languages or in all countries and AUTOPROP makes no representation that the Services, or any feature or part thereof, is appropriate or available for use in any particular location. To the extent You choose to access and use the Services, You do so at Your own initiative and are responsible for compliance with any applicable laws.

3.4 Third Party Source and External Software: The User understands that certain aspects of the Services may interoperate with third party products or services, such as Municipal Open Data and Google Maps, and that AUTOPROP's ability to continue offering those aspects of the Services is entirely dependent upon the continuing availability of such products and services and any intellectual property related thereto. If a Third Party Source ceases to make available any such products, services or intellectual property rights on which any aspect of the Services depends, then AUTOPROP may alter or cease providing such features or functionality without prior notice to User. Similarly, AUTOPROP will alter or cease providing features or functionality if required to do so by applicable laws. In each case, if such alteration or cessation is not acceptable to User, then User's sole and exclusive remedy is to terminate the Agreement. Any such termination by the User will be without refund, credit or other compensation from AUTOPROP (see Section 14.2).

4 ACCOUNT INFORMATION FROM THIRD PARTY SOURCE

4.1 Your Account Information: By submitting Your Account Information to AUTOPROP, You are giving AUTOPROP permission to use Your Account Information for the purpose of providing the Services. You represent that the Account Information belongs to You, and that You are entitled to submit the Account Information to AUTOPROP. If you have provided Third Party Source credentials with Your Account Information, You represent that they are valid credentials, and that You are in compliance with the Terms of Use of the Third Party Source. Failure to abide by Third Party Source Terms of Use when using AUTOPROP will result in the termination of the Agreement (see Section 14.1), and AUTOPROP may communicate any infractions with the Third Party Source (see Section 5.3 and 5.4). By using the Services, You expressly authorize AUTOPROP to access Your Account Information maintained by identified Third Party Source, and act on Your behalf as an Intermediary. You hereby authorize and permit AUTOPROP to use and store information submitted by You to accomplish the foregoing and to configure the Services so that it is compatible with the Third Party Source sites for which You submit Your information. AUTOPROP may use and store Your Account Information in accordance with this Agreement and Our Privacy Policy (<https://app.autoprop.ca/privacy-policy>).

For the purposes of this Agreement and solely to provide the Account Information to You as part of the Services, You grant AUTOPROP a limited power of attorney, and YOU ACKNOWLEDGE AND AGREE THAT WHEN AUTOPROP IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, AUTOPROP IS ACTING AS AN INTERMEDIARY, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY THAT OPERATES THE THIRD PARTY SITE. You understand and agree that the Services may not be sponsored or endorsed by any Third Party Source accessible through the Services. AUTOPROP is not responsible for any errors or services-related issues of the Third Party Source, including those issues that may arise from inaccurate Account Information.

5 RESPONSIBILITIES

5.1 AUTOPROP shall:

- provide basic support and tutorials for the Services at no additional charge;
- use commercially reasonable efforts to make the Services available as follows, except for: (i) planned downtime or (ii) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), (iii) the Third Party Source failures or delays (including but not limited to Internet or Third Party Source), (iv) periodic updating, maintenance or repair of the Services or other actions that AUTOPROP, in its sole discretion, may elect to take:
 - Services available 24 hours a day, 7 days a week;
 - Support available on business days, with a mean response of one business day or less for any requests received;
- provide reasonable care to secure the storage of passwords and confidential information;
- present the information from Third Party Source with no modifications made to content;
- present the information from the Third Party Source with no analysis made to content;
- provide the Services in accordance with applicable laws and government regulations;
- act in accordance with the Agreement and Privacy Policy (<https://autoprop.ca/privacy-policy-and-terms-of-use>) set out by AUTOPROP;
- Report any misuse of the Services, including but not limited to sharing credentials, misusing data or breaking Third Party Source Terms of Use, to the appropriate Third Party Source or applicable law jurisdiction;
- Use reasonable commercial methods to actively monitor for misuse of the Services (see Section 5.3 and 5.4) and enforce strict penalties for detected infractions, including Termination of the Agreement.

5.2 AUTOPROP shall not:

- connect or match Users to the addresses searched;
- track, store, analyze or otherwise record User searches beyond what is required to maintain the Services;
- sell, share, store, analyze, represent, heat map or otherwise reformat data from Third Party Source.

5.3 A User shall:

- use the Services in accordance with the Agreement and comply with all applicable laws when using the Services;
- prevent any other person, entity or company other than the User to gain access to the Services through the User's account, and notify AUTOPROP promptly of any such unauthorized access or use;
- remain in compliance with all Third Party Source Terms of Service, even if the Third Party Source is not in use by the User;
- provide true, accurate, current and complete information about Your Account Information maintained at Third Party Source, and as requested, in Our "Subscriptions" setup form;
- keep their Subscriptions and Account Information up to date and accurate in order for the Services to function effectively and accurately;
- ensure that their computer system is secure and employs a current anti-virus protection program, anti-malware, and anti-adware.

5.4 A User shall not:

- share passwords with anyone, including other Users or anyone else in their company;
- allow anyone else to view the Services;
- sell, resell, rent, lease or commercialize the Services or the Report Content provided by AUTOPROP;
- use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party Source privacy rights;
- interfere with or disrupt the integrity or performance of the Services or Third Party Source data contained therein;
- attempt to gain unauthorized access to the Services or their related systems or networks;
- misrepresent their Account Information;
- use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Services or any portion of the Services;
- post or transmit any file which contains Malicious Code, or that otherwise interfere with the proper working of the Services;
- attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Services;
- except as expressly permitted herein, permit any third party to access the Services on Your behalf;
- copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Site or its Services or their selection and arrangement;
- access the Services in order to build a competitive product or service.

6 COMPATIBLE DEVICES

6.1 Access to the Services: Use of the Services may be available through a compatible mobile device, Internet and/or network access and may require software. You agree that You are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of Your agreement with Your mobile device and telecommunications provider. AUTOPROP MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

7 ALERTS

7.1 Online and Mobile Alerts: AUTOPROP may from time to time provide automatic alerts and voluntary account-related alerts. Automatic alerts may be sent to You following certain changes to Your account or information, such as a change in Your Account Information.

Voluntary account alerts may be turned on by default as part of the Services. They may then be customized, deactivated or reactivated by You. These alerts allow You to choose alert messages for Your accounts. AUTOPROP may add new alerts from time to time, or cease to provide certain alerts at any time upon its sole discretion. Each alert has different options available, and You may be asked to select from among these options upon activation of Your alerts service.

You understand and agree that any alerts provided to You through the Services may be delayed or prevented by a variety of factors. AUTOPROP may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. AUTOPROP shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by You or any third party in reliance on an alert.

Electronic alerts will be sent to the email address You have provided as Your primary email address for the Services. If Your email address or Your mobile device's email address changes, You are responsible for informing us of that change. We may also elect to send alerts to a mobile device that accepts text messages. Changes to Your email address or mobile number will apply to all of Your alerts.

Because alerts are not encrypted, we will never include Your passcode. However, alerts may include Your Login ID and some information about Your accounts. Depending upon which alerts You select, information such as an account balance or the due date for Your credit card payment may be included. Anyone with access to Your email will be able to view the content of these alerts. At any time You may disable future alerts.

8 LICENSE FEES

8.1 Prepaid Fees: All fees paid by the User to AUTOPROP are deemed to be upfront and prepaid for the Term.

8.2 Renewal: All User accounts will automatically renew at the price in effect at the end of the Term to preserve continuity of the Services. To stop automatic renewal of the Services, a User must notify AUTOPROP of this intent by emailing support@autoprop.ca, or otherwise contacting a current member of the AUTOPROP team in writing. This notification must be received at least 30 days in advance of the end of the Term.

8.3 Modification of Fees: AUTOPROP reserves the right to modify the dollar amount of its license fees and user pricing structure at any time. Modifications to license fees are applicable at the end of a User's Term. AUTOPROP will notify the user of a price change. If the user has not cancelled the Services or turned off the auto-renew function within the specified time after receiving notice of a price change, the user's license will auto-renew at the price indicated in the notice.

8.4 Significant Modifications: In some instances, AUTOPROP may willingly and significantly alter the Services, the dollar amount for license fees, and/or User pricing structure as a part of on-going operations. In such event, modifications to license fee arrangements, The Services, and The Agreement may be enforceable instantly to a User. Should these changes come into effect prior to the end of a User's Term, the User will have 15 days to cancel their Term and receive a refund amounting to pro-rata remaining share of their license fees paid to date (the amount determined solely by AUTOPROP). You agree that AUTOPROP reserves the sole right to deem what constitutes as a significant modification.

8.5 Grace Period: Users are granted a 7-day grace period at which time they may opt out of their initial Term and receive a refund for any license fees paid. At such time, the Agreement between AUTOPROP and the User is deemed to have terminated. For Users prepaying annual or multi-year contracts, Users are granted a 30-day grace period at which time they may opt out of their INITIAL Term and receive a PARTIAL refund of license fees paid (the amount determined solely by AUTOPROP). This grace period does NOT apply to any renewal Term.

9 LINKS FROM THIRD PARTY SOURCE

9.1 External Links: The Services may provide, or a Third Party Source may provide, links to other websites or resources. AUTOPROP has no control over such sites and resources, therefore, You acknowledge and agree that AUTOPROP is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available or not available from such sites or resources. You further acknowledge and agree that AUTOPROP shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

10 PRIVACY POLICY

10.1 Policy: Your Account Information and certain other information about You is subject to Our Privacy Policy. You understand that through Your use of the Services You consent to the collection and use of this information as set forth in the Privacy Policy.

11 PROPRIETARY RIGHTS

11.1 Our Rights: You acknowledge and agree that AUTOPROP and/or its licensors own all legal right, title and interest in and to the Service, including but not limited to graphics, user interface, the scripts and software used to implement the Service, and any software provided to You as a part of and/or in connection with the Service, including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Services or any other part thereof contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You agree that You will not use such proprietary information or materials in any way whatsoever except for use of the Services in compliance with this Agreement. No portion of the Services may be reproduced in any form or by any means, except as expressly permitted in the Agreement.

User acknowledges that, in the course of performing the Services, AUTOPROP may use software and related processes, instructions, methods and techniques that have been previously developed by AUTOPROP or that are developed by AUTOPROP, whether alone or with User, and such materials will remain the sole and exclusive property of AUTOPROP. All rights in the Services not expressly granted in the Agreement are reserved by AUTOPROP.

AUTOPROP will have a worldwide, transferable, sublicensable, irrevocable and perpetual license to use or incorporate into the Services, without any obligation to compensate Users in any way, any suggestions, enhancement requests, recommendations or other feedback provided by User and its agents relating to the Services.

11.2 Your Usage of the Site: You agree to use the Services according to conditions set forth in Section 5.3 and 5.4, except as expressly authorized by AUTOPROP in this Agreement. You may download or print a copy of the Report Content for Your personal, internal and non-commercial use only.

12 INDEMNIFICATION

12.1 Indemnification: You shall defend, indemnify and hold harmless AUTOPROP and its officers, directors, shareholders, and employees, from and against all claims, suits, proceedings, losses, liabilities, and expenses, whether in tort, contract, or otherwise, that arise out of or relate, including but not limited to attorney fees, in whole or in part arising out of or attributable to any breach of this Agreement or any activity by You in relation to the Site or Your use of the Services.

13 MODIFICATIONS

13.1 The Services: AUTOPROP reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services with or without notice. AUTOPROP reserves the right to change the Services, including applicable fees, in our sole discretion and from time to time. In such event, AUTOPROP will provide notice to You. If You do not agree to the changes after receiving a notice of the change to the Services, You may stop using the Services and proceed to terminate Your account as described in Section 14.2. Your use of the Services, after You are notified of any change(s) will constitute Your agreement to such change(s). You agree that AUTOPROP shall not be liable to You or to any third party for any modification, suspensions, or discontinuance of the Services.

13.2 The Agreement: You acknowledge that the Agreement may be amended periodically by AUTOPROP, and You agree to be bound such Amendments provided reasonable notice via email, phone, physical mail, in-app chat, or the AUTOPROP homepage. In the event You do not agree with Amendments, You must immediately stop using the Services and take the necessary steps to terminate Your account (see Section 14.2). The latest version of the Agreement can be found at <https://app.autoprop.ca/terms-of-service>, and You accept the obligation to review the Agreement and any future Amendments prior to each use.

14 TERMINATION OF THE AGREEMENT

14.1 Termination by AUTOPROP: AUTOPROP may terminate a User's access to any part or all of the Services and any related service(s) at any time, with or without cause, with or without notice, effective immediately, for any reason whatsoever, with or without providing any refund of any payments. Causes for termination include, but are not limited to:

- You have breached any provision of the Agreement or have acted in a manner which shows that You do not intend to, or are unable to comply with the Agreement;
- AUTOPROP in its sole discretion believes it is required to do so by law.

14.2 Termination by the User: You may terminate the Agreement with AUTOPROP ahead of the Term WITHOUT ANY REFUND of monies paid by cancelling the Services in the manner described below at any time with or without notice. To cancel your Services, please contact support@autoprop.ca.

You may terminate the Agreement with AUTOPROP ahead of the Term WITH PARTIAL REFUND of monies paid (the amount determined solely by AUTOPROP) if a significant modification in Services has taken place, the occurrence of which is solely determined by AUTOPROP (see Section 8.4). To do so, please contact AUTOPROP directly at support@autoprop.ca.

15 GOVERNING LAW

15.1 Province of British Columbia: Each party irrevocably agrees that this Agreement and all related matters shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein, without regard to any rules relating to conflict of laws. Each party agrees to submit to the exclusive jurisdiction of the Courts of British Columbia (Vancouver Registry) with respect to any dispute between them arising from or pertaining to this Agreement or the subject matter hereof.

16 DISCLAIMER OF WARRANTIES

16.2 Disclaimer: ALTHOUGH AUTOPROP ATTEMPTS TO PROVIDE AN ACCURATE SERVICE, THE SERVICE AND ALL PARTS THEREOF ARE PROVIDED AS IS, WITH ALL FAULTS AND AS AVAILABLE. AUTOPROP CANNOT AND DOES NOT REPRESENT, WARRANT OR COVENANT THAT (I) THE PRODUCT WILL ALWAYS BE ACCURATE, COMPLETE, CURRENT, OR TIMELY; (II) THE OPERATION OF, OR YOUR ACCESS TO, PRODUCT THROUGH THE SITE WILL ALWAYS BE UNINTERRUPTED OR ERROR-FREE; AND/OR (III) DEFECTS OR ERRORS IN THE SITE OR THE PRODUCT, BE THEY HUMAN OR COMPUTER ERRORS, WILL BE CORRECTED.

AUTOPROP DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (I) AS TO TITLE, MERCHANTABILITY, FITNESS FOR ORDINARY PURPOSES AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, WORKMANLIKE EFFORT, QUIET ENJOYMENT AND NO ENCUMBRANCES OR LIENS, (II) THE QUALITY, ACCURACY,

TIMELINESS OR COMPLETENESS OF THE LICENSED PRODUCT, (III) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; (IV) THE PRODUCT CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY ANY AUTOPROP PARTY, AND (V) THAT ACCESS TO OR USE OF THE PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

ANY RELIANCE UPON THE PRODUCT IS AT YOUR OWN RISK AND AUTOPROP MAKES NO WARRANTIES. THE SERVICES ARE NOT INTENDED TO PROVIDE LEGAL, TAX, REAL ESTATE, FINANCIAL, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. IT IS PROVIDED SOLELY FOR GENERAL INFORMATION PURPOSES. THE SERVICES DO NOT CONSTITUTE AN OFFER TO SELL, LEASE, OR OTHERWISE ENGAGE IN A TRANSACTION.

17 LIMITATION OF LIABILITIES

17.1 Limitations: AUTOPROP SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO THE SITES, YOUR USE OF THE SERVICES, THE SITES OR THIS AGREEMENT, EVEN IF AUTOPROP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18 GENERAL PROVISIONS

18.1 Entire Agreement: The Agreement constitutes the entire agreement between You and AUTOPROP and governs Your use of the Services, superseding any prior agreements between You and AUTOPROP with respect to the Services. You also may be subject to additional terms and conditions that may apply when You use or purchase certain other AUTOPROP Services or affiliate services. Nothing in this Agreement is to be construed as establishing or creating a partnership between the parties, a relationship of employer and employee, a relationship of principal and agent, nor any form of representation.

18.2 Waiver and Severability of Terms: The failure of AUTOPROP to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. In the event conflict between clauses, the stricter or more conservative of the clauses shall be in effect. In the event of grammatical or spelling mistakes present in this Agreement, the intent of the clause shall still be in effect and it shall be interpreted in a manner that is grammatically and syntactically correct.

18.3 No Right of Survivorship and Non-Transferability: You agree that Your AUTOPROP account is non-transferable and any rights to Your AUTOPROP account will terminate upon Your death. Upon receipt of a copy of a death certificate, Your account may be terminated and all contents therein permanently deleted.

18.4 Statute of Limitations: You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

18.5 Section titles and sub-headings: Section titles and sub-headings in the Agreement are for convenience only and have no legal or contractual effect.