

Sites Terms of Use

Agreement to be Bound

These Terms of Use, as amended from time to time, apply to your access to and use of the Sites website which is “powered by iQmetrix” (the “Website”); the Website is operated by Operator listed on the Website (“Operator”) with technical functionality provided by iQmetrix USA Inc., 445 South Main Street, Suite 300 Davidson, North Carolina 28036, if you are located in the United States (or iQmetrix Software Development Inc., 250 Howe Street - Suite 1210, Vancouver, BC, Canada V6C 3R8, Vancouver, BC, Canada V6C 3R8, if you are located outside of the United States) (“iQmetrix”, “us”, “we” and “our”). The Operator may have additional terms of use which apply to the Website.

All references to “**user**”, “**you**”, “**your**” mean the Visitor that accesses or uses the Website in any manner, with “**Visitor**” being an individual end-user. Any individual user acting on behalf of another entity hereby confirms that such user has all necessary and legal authority to bind the entity. Acceptance of these Terms by such user will be deemed acceptance by the entity.

By accessing and using the Website, including contributing materials and/or personal information to the Website, you represent and warrant that you have full power and authority to enter into these Terms and you agree to be bound by:

- these Terms of Use;
- the Privacy Policy located at <https://ecommercesites.blob.core.windows.net/site-policy-documents/iQmetrixSites%2FiQmetrix%20Sites%20-%20Privacy%20Policy%20070120.pdf>

(collectively referred to as the “**Terms**”).

We reserve the right to modify these Terms at any time without giving prior notice. Your use of the Website following any such modification constitutes your agreement to follow and be bound by these Terms as modified. You agree to review these Terms on a regular basis and remain in compliance with any modifications.

PLEASE READ THE TERMS CAREFULLY. IF YOU DO NOT AGREE WITH THEM, YOU SHOULD NOT ACCESS OR USE THE WEBSITE.

Access to the Website

To access or use the Website, you must have the requisite power and authority to enter into the Terms. You may use the Website solely in compliance with the Terms, and solely for the purposes of providing or receiving information about Operator and its products and services. The Website may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

The Website is not designed for use by children under the age of 13, and we do not intentionally collect personal information from children through the Website. You represent and warrant to us that you have reached the age of majority where you are using the Website. You are only authorized to use the Website if you have reached the age of majority where you access the Website and agree to abide by all applicable laws and the Terms.

Website Content

We have not reviewed, and cannot review, all of the content (such as, but not limited to, text, photo, video, audio, code, computer software, items for sale, links to other websites and contents of such websites, or other materials) posted to the Website by Operator (“**Content**”) and are not responsible for any use or effects of such Content. So, for example:

- We do not endorse any Content or represent that Content is accurate, useful, or non-harmful. Content could be offensive, indecent, or objectionable; include technical inaccuracies, typographical mistakes, or other errors; or violate or infringe the privacy, publicity rights, intellectual property rights, or other proprietary rights of third parties.
- We disclaim any responsibility for any harm resulting from anyone’s use, purchase, or downloading of Content. If you access or use any Content, you are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.
- Any services or Content offered for sale through the Website is the Operator’s sole responsibility, and you agree that you will look solely to the Operator for any damages that result from your reliance on, purchase or use of Content.
- We are not a party to, and will have no responsibility or liability for, any communications, transactions, interactions, or disputes between you and the Operator.
- We disclaim any responsibility for any harm resulting from non-iQmetrix websites.

User Content

You may be able to post, contribute, submit, or publish (collectively, “**Post**”) written or audio visual materials and personal information (“**User Content**”) in designated areas of

the Website. You are solely responsible for your own User Content and the consequences of Posting it, and you understand and acknowledge that your User Content may also be received, processed and stored by the Operator. Any User Content we receive, process, and store is done so as a service provider to the Operator, at the Operator's direction. By Posting User Content to the Website, you automatically grant iQmetrix a worldwide, non-exclusive, royalty free, license to use, reproduce, modify, translate, publish and commercialize such User Content on the Website. In addition, you grant iQmetrix the same license to any works derived from User Content. You represent and warrant that you own or have the rights to use and license iQmetrix to use the User Content in the manner contemplated by the Terms.

You represent and warrant that you will not Post User Content that:

- is confidential, proprietary or sensitive;
- is threatening, abusive or defamatory;
- is deceptive, false, misleading or fraudulent;
- is obscene, indecent or unlawful;
- is otherwise inappropriate;
- violates any other party's legal rights;
- scrapes or otherwise collects information from the Website in an automated fashion;
- contains viruses, corrupted files, or any other code, software or process that may damage the operation of the Website;
- damages or impairs the Website or interferes with any other party's access or use of the Website; and/or
- is in violation of any applicable law, regulation, standard or rule relating to your access or use of the Website.

Your relationship with the Operator

The Operator may choose to sell items (goods, content, services, etc.) or collect payments on or from the Website. Please note that we are not involved in the Operator's store operations (including the quality, timing, pricing, or legality of what may or may not be included in exchange for payment, or any goods or services purchased). If you purchase items from or through the Website, your purchase is directly from the Operator, who is solely responsible for the items sold. Please contact the Operator if you have any questions or complaints.

We are not responsible for refunds for fees paid to an Operator because those transactions are between you and the Operator. If you would like to request a refund for any fees paid to the Operator, please contact the Operator. If you have a complaint regarding the Operator, you can contact us at support@iqmetrix.com.

Third Party Services and Terms

The Operator may choose to enable certain services which may be accessible from this Website from time to time that are provided by third parties, including but not limited to the following features:

- Chat functionality offered by talk.to
- Payments Online functionality with payment processing offered by Paymentech, LLC

If you choose to engage with any of these functions, your data will be submitted directly or passed through to the Operator as well as the respective third party, and the respective third party's terms of service, privacy policy, and other policies may apply.

We have no control over or insight into such third parties' use of your data. We are not involved in the relationships between the Operator and such third parties, though we may facilitate transactions or communication.

Representations and Warranties

You represent and warrant that you have read, understood and agreed to our Privacy Policy. You also represent and warrant that you will not, and will not assist, encourage, or enable others to use the Website to:

- Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- Violate any applicable law;
- Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Website, except as expressly authorized by us; and
- Use a robot, spider or other automated device or process or means to access, retrieve, scrape, or index any portion of the Website.

Ownership

iQmetrix owns or licenses all intellectual property rights, including without limitation copyright and trade-mark rights, in all materials on or comprising the Website, including all written, audio visual or other materials and graphical elements on the Website, but excluding Content and User Content ("iQmetrix Content"). iQmetrix grants you a limited license to use, download, print or reproduce in whole or in part, the iQmetrix Content on this Website, subject to the following conditions:

- iQmetrix Content must be used or reproduced accurately, without any modifications;

- iQmetrix Content must identify iQmetrix as the source; and
- iQmetrix Content must be used solely for non-commercial purposes.

Indemnification

You agree to indemnify, save, and hold iQmetrix harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Website, violation of the Terms, or breach of the representations, warranties, and covenants made by you herein. We reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defence of these claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

Term and Termination

You are free to stop your use of the Website at any time. We reserve the right to suspend or terminate your access to the Website without notice to you if:

- you are in breach of the Terms;
- you are using the Website in a manner that would cause a real risk of harm or loss to us or other users; or
- for any other reason at the sole discretion of iQmetrix.

In the event of any termination of these Terms of Use, the following sections will continue in full force and effect: "Posting User Content", "Representations and Warranties", "Indemnification", "Disclaimers", "Limitations of Liability", "General Terms".

Disclaimers

YOUR USE OF THE WEBSITE IS ENTIRELY AT YOUR OWN RISK. THE WEBSITE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. IQMETRIX DOES NOT WARRANT THAT THE WEBSITE OR CONTENT CONTAINED IN THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WITHOUT LIMITING THE FOREGOING, IQMETRIX DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, THE ABILITY TO USE, OR THE RESULT OF USE OF THE WEBSITE IN TERMS OF ACCURACY, RELIABILITY, OR

OTHERWISE. IQMETRIX MAY MAKE CHANGES OR IMPROVEMENTS TO THE WEBSITE AT ANY TIME. IQMETRIX MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

Limitations of Liability

You expressly understand and agree that your access or use of the Website and the contribution of any materials is at your sole risk, and to the maximum amount permitted by law, iQmetrix hereby disclaims any and all liability to you for any loss or liability relating to your access or use of the Website and the contribution of any materials in any way.

IQMETRIX WILL NOT BE LIABLE FOR ANY (I) INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, PUNITIVE DAMAGES OR ANY SIMILAR DAMAGES INCLUDING WITHOUT LIMITATION IN CONNECTION WITH OR RELATING TO THE TERMS OR THE WEBSITE, (II) DAMAGES DUE TO USE, PERFORMANCE OR OPERATIONS OF THE INTERNET OR USE OF THE INTERNET BY YOU; (III) LOSS OF DATA; (IV) LOST PROFITS; (V) BUSINESS INTERRUPTION; OR (VI) DAMAGES PURSUANT TO ANY THIRD PARTY TERMS AND CONDITIONS, REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE OR WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE. NEITHER WE NOR OUR AFFILIATES WILL HAVE LIABILITY TO YOU FOR DAMAGES IN EXCESS OF THE GREATER OF: (I) U.S. \$50.00, OR (II) THE AMOUNT YOU PAID FOR THE WEBSITE, IF ANY, IN THE 12 MONTHS PRIOR TO THE CLAIM.

IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR REQUIRE EXCLUSIONS AND/OR LIMITATIONS OF LIABILITY THAT ARE DIFFERENT THAN THOSE SET FORTH IN THIS SECTION, OUR LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

General Terms

Applicable Law

If you are in the US, this Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without reference to conflicts of laws provisions, and will in all respects be treated as a State of Delaware contract. The Parties hereby irrevocably submit to the jurisdiction of the state and federal courts located in Arlington

County, Virginia, to the extent that a court of competent jurisdiction determines in a binding, final court order.

If you are outside the US, this Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, without reference to conflicts of laws provisions, and will in all respects be treated as a British Columbia contract. The Parties hereby irrevocably submit to the jurisdiction of the federal and provincial courts located in Vancouver, British Columbia, Canada, to the extent that a court of competent jurisdiction determines in a binding, final court order.

You shall comply with all applicable foreign and domestic laws (including without limitation export laws), governmental regulations, ordinance, and other judicial administrative orders.

Force Majeure

Without limiting the generality of the preceding limitations, we have no liability for any failure or delay resulting from any condition reasonably beyond our control, including but not limited to power grid failure, Internet service disruption, labor strikes or lock-outs, governmental action, acts of terrorism, war, coup, civil unrest, earthquake, hurricane, tsunami, fire, flood or other acts of God.

Severability

If any part of these Terms of Use is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect.

Notices

All notices, requests, demands or communications required or permitted pursuant or relating to these Terms of Use will be in writing and will be sent by email to legal@iqmetrix.com. Email notices will be deemed given and received upon reply email confirming receipt.

Entire Agreement

These Terms of Use constitute the entire agreement and supersede all prior agreements and understandings, both oral and written.

No Third Party Beneficiaries

Nothing in these Terms of Use, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of these Terms of Use.

No Licenses

We grant to you only the rights and licenses expressly stated in these Terms of Use, and you receive no other rights or licenses with respect to products and services, trademarks, or any other property of iQmetrix.

Survival

The following sections shall survive the expiration or termination of this Agreement: "Posting User Content", "Representations and Warranties", "Indemnification", "Disclaimers", "Limitations of Liability", "General Terms".