

TOPSETCOMP S.R.O. TERMS OF USE AGREEMENT

Effective as of June 12, 2020

The company "topsetcomp s.r.o". and its subsidiaries and affiliates (hereinafter referred to as "**Company**", "**we**", "**us**", or "**our**") have developed these Terms of Use ("**Agreement**") to describe the terms that govern your use of all-gift-cards.com and any other Company branded URL, WAP site or mobile application or other content or services for Canada that we link to this Agreement (individually a "**Company Site**" and collectively the "**Company Sites**"). The services Company provides on Company Sites include various products and services such as gift cards, promotional offers, benefits and relevant content, and any other feature, content or application offered from time to time by Company (collectively, the "**Company Services**").

BY VISITING THE COMPANY SITES (WHETHER OR NOT YOU ARE REGISTERED) OR USING THE COMPANY SERVICES, YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT, INCLUDING ANY FUTURE MODIFICATIONS, AND TO ABIDE BY ALL APPLICABLE LAWS, RULES AND REGULATIONS ("**Applicable Law**") IN YOUR USE OF THE COMPANY SITES AND COMPANY SERVICES. PLEASE CAREFULLY READ THIS AGREEMENT, ALONG WITH THE PRIVACY POLICY AND OTHER POLICIES OR AGREEMENTS REFERENCED IN THIS AGREEMENT, BEFORE USING THE COMPANY SITE AND COMPANY SERVICES. Subject to Applicable Law, Company reserves the right, in its sole and absolute discretion, to modify all or any portion of this Agreement at any time without incurring any liability or obligation whatsoever to you or any other person or entity. If we do this, we will post the changes to this Agreement at least thirty (30) days before the amendment comes into effect, and will indicate at the top of this page the date this Agreement was last revised. In addition, if you have registered, where required by law or at our discretion, we will provide you notice using email and/or your mailing address, or any other contact information we have for you in our discretion. Where required by law, this notice will be provided at least thirty (30) days before the change comes into effect (or such longer period as may be required by Applicable Law) and will set out the new clause, or the modified clause and how it read formerly, and the date on which the change will come into effect. You may refuse the amendment and rescind, or cancel your participation without cost, penalty or cancellation indemnity, by sending us notice to that effect no later than thirty (30) days after the amendment comes into force, using the information in the notice. To the fullest extent permitted by Applicable Law, your continued access to and/or use of any Company Site or Company Services after the date specified in such notice constitutes your full acceptance of, and agreement to be legally bound by, the terms of this

Agreement, as revised. It is therefore important that you review this Agreement regularly. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT AND TO ABIDE BY ALL APPLICABLE LAW, YOU MUST DISCONTINUE USE OF THE COMPANY SITES AND COMPANY SERVICES IMMEDIATELY.

The Company Site and the Company Services are intended solely for your personal and non-commercial use. Company may change, suspend or discontinue any Company Sites or Company Services (or any feature thereof) at any time with or without notice to you. Company may also impose limits on certain features and services offered on Company Sites or the Company Services or restrict your access to parts or all of the Company Site or the Company Services without notice or liability. You acknowledge that from time to time the Company Sites or the Company Services may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company.

Unless terminated by Company in its sole discretion, this Agreement remains in full force and effect while you use the Company Sites and/or Company Services. Company may terminate your account and/or access to the Company Sites and/or Company Services at any time, for any or no reason, with or without prior notice or explanation, and shall have no liability to you for such termination. Even after your user account or access to the Company Sites and/or Company Services is terminated by you or by Company, this Agreement will remain in effect with respect to your past and future use of the Company Sites and/or the Company Services. Any rights to your account terminate upon your death.

Electronic Contracting

Your use of the Company Sites and/or Company Services requires you to have the ability to enter into agreements, and to make transactions, electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS. YOU ACKNOWLEDGE FURTHER THAT YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON COMPANY SITES, INCLUDING NOTICES OF CANCELLATION, TERMS OF USE, POLICIES, CONTRACTS AND APPLICATIONS, AND ANY AMENDMENTS TO ANY OF THE FOREGOING.

Registration and Security

You take full responsibility for your access to and participation on the Company Sites and use of the Company Services. As a condition of using certain Company Services, you may be required to register on the Company Sites and/or select a username and password. All registration information you submit to create an account must be accurate and kept up to date. Your failure to do so will constitute a breach of the Agreement, which may result in immediate termination of your account. You may not (i) select or use as a username a name of another person with the intent to impersonate that person; or (ii) use as a username a name subject to any rights of another person without appropriate authorization. Company reserves the right to refuse registration of, or cancel, a username, in its sole discretion. If we cancel your registration, you agree that you will not create another one or otherwise try to access the Company Site or the Company Services without our permission. You agree not to sell, transfer or assign your registration or any registration rights. It is your responsibility to notify us of any changes in such information, including but not limited to your contact information.

You are responsible for maintaining the confidentiality of your password and are responsible for all use of your account. It is therefore critical that you do not share your password with anyone. You agree not to use the account, username, email address or password of another member or subscriber at any time and not to allow any other person to use your account. You agree to notify Company immediately if you suspect any unauthorized use of, or access to, your account or password.

Right to Access and Use Company Site and Company Services

As noted above, the Company Sites and Company Services are offered for your personal use only and may not be used for commercial purposes. Company hereby grants you a limited, revocable, nonsublicensable license to access and display or perform as applicable the Company Sites and Company Services solely for your personal, non-commercial use in connection with using the Company Sites and Company Services.

Except as explicitly and expressly permitted by the Company or by the limited license set forth above, you are strictly prohibited from creating works or materials that derive from or are based on the Company Content (defined below). This prohibition applies regardless of whether such derivative works or materials are sold, bartered or given away. Also, you may not either directly or through the use of any device, software, internet site, web-based service or other means, remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notice marked on the Content (defined below) contained in the Company Sites or Company Services or any

digital rights management mechanism, device, or other content protection, copy control or access control measure associated with the Content contained in the Company Sites or the Company Services, including geo-filtering mechanisms.

Except as necessary in order to refer to the Company, its products and services in a purely descriptive capacity, you are expressly prohibited from using any Company Content in any manner.

You may not, without the Company's written permission, "mirror" any Content contained on or in the Company Sites or the Company Services. You may not use the Company Sites or the Company Services for any purpose that is unlawful or prohibited by the Agreement. You may not use the Company Sites or the Company Services in any manner that could damage, disable, overburden, or impair the Company Sites or the Company Services, or interfere with any other party's use and enjoyment of the Company Sites or the Company Services. You may not attempt to gain unauthorized access to the Company Sites or the Company Services through hacking, password mining or any other means. Company reserves the right, in its sole discretion, to terminate your access to the Company Sites or the Company Services, or any portion thereof, at any time, for any reason or for no reason at all, without prior notice or any notice.

You agree not to use the Company Site or Company Services to:

- Post, upload or otherwise transmit or link to Content that is: unlawful; threatening; abusive; obscene; vulgar; sexually explicit; pornographic or inclusive of nudity; offensive; excessively violent; invasive of another's privacy, publicity, contract or other rights; tortious; false or misleading; defamatory; libelous; hateful; or discriminatory;
- Violate the rights of others including patent, trademark, trade secret, copyright, privacy, publicity or other proprietary rights;
- Log onto a server or account(s) that you are not authorized to access;
- Use the Company Sites or the Company Services in contravention of any other agreement to which you are a party, including without limitation any employment agreement to which you may be a party
- Impersonate or attempt to impersonate any person or entity;
- Create more than one account, forge user names, manipulate identifiers, or otherwise impersonate any other person or misrepresent your identity or affiliation with any person or entity;
- Introduce or engage in activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that may interrupt, destroy, or limit the functionality of any computer software or hardware

or telecommunications equipment, or otherwise permit the unauthorized use of or access to a computer or a computer network;

- Attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising the Company Sites or the Company Services;
- Interfere with, damage, disable, disrupt, impair, create an undue burden on, or gain unauthorized access to the Company Sites or Company Services, including Company's servers, networks or accounts;
- Cover, remove, disable, block or obscure advertisements or other portions of the Company Sites or the Company Services;
- Delete or revise any information provided by or pertaining to any other user of the Company Sites or the Company Services;
- Use technology or any automated system such as scripts, spiders, offline readers or bots in order to collect or disseminate usernames, passwords, email addresses or other data from the Company Sites or the Company Services, or to circumvent or modify any security technology or software that is part of the Company Sites or the Company Services;
- Send or cause to send (directly or indirectly) unsolicited bulk messages or other unsolicited bulk communications of any kind through the Company Sites or the Company Services. If you do so, you acknowledge you will have caused substantial harm to Company, but that the amount of harm would be extremely difficult to measure.
- Solicit, collect or request any personal information for commercial or unlawful purposes;
- Post, upload or otherwise transmit an image or video of another person without that person's consent;
- Engage in commercial activity (including but not limited to advertisements or solicitations of business; sales; contests; sweepstakes; creating, recreating, distributing or advertising an index of any significant portion of the Company Content; or building a business using the Company Content) without Company's prior written consent;
- Using technology or other means to access, index, frame, or link to the Company Sites or the Company Services (including the Content) that is not authorized by the Company Sites or the Company Services (including by removing disabling, bypassing, or circumventing any content protection or access control mechanisms intended to prevent the unauthorized download, stream capture, linking, framing, reproduction, access to, or distribution of Company Content);
- Accessing the Company Sites or the Company Services (including the Content) through any automated means, including "robots," "spiders," or "offline readers" (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices - but

not caches or archives - of the Company Sites or the Company Services and excluding those search engines or indices that host, promote, or link primarily to infringing or unauthorized content;

- Use the Company Sites or the Company Services to advertise or promote competing services;
- Use the Company Sites or the Company Services in a manner inconsistent with any and all Applicable Law; or
- Attempt, facilitate, induce, aid and abet, or encourage others to do any of the foregoing.

Fees

You acknowledge that Company reserves the right to charge fees for any portion of the Company Site or the Company Services. The Company will provide you with advance notice of any such fees, including any change in the amount of such fees, and a way to cancel your account in the event you do not wish to pay the modified fee.

Terms of Sale

Your access to, purchase and uses of certain Company Services may require you to accept additional terms and conditions applicable to such Company Services ("**Terms of Sale**"), in addition to this Agreement, and may require you to download software or Content (as defined below). In the event of a conflict between any such additional terms and this Agreement, such additional terms will prevail.

Costs

All costs and taxes are quoted in Canadian dollars. You must pay all applicable taxes on purchases made on the Company Site. We may in our sole discretion add, delete or change some or all of the prices of our products and services at any time without notice, other than as set forth on the relevant Company Site.

Gift Card Terms and Conditions

The use of "topsetcomp s.r.o" Products may be subject to terms and conditions that are set by the retailer who issues that product. If so, we do not own or control the terms, conditions and other details about that "topsetcomp s.r.o" Product. We make no representations about, do not endorse, and are not responsible or liable for: (i) the terms, conditions and other details about those Blackhawk Products; and (ii) the goods or services offered by any retailer issuing the product. If you have questions or problems with your "topsetcomp s.r.o"

Product, or anything you buy using your Blackhawk Product, you agree to settle the problem directly with the retailer. We are not responsible for the failure of any retailer to honour a "topsetcomp s.r.o" Product for any reason. Some Retailers may not offer "topsetcomp s.r.o" Products, terms and conditions or notices in the language of your choice. "topsetcomp s.r.o" Products, product descriptions, redemption information and retailer terms are provided by the retailers at their discretion and questions should be directed to the retailers.

Gift Card Activation

Plastic gift cards that ship from all-gift-cards.com are not shipped "active", which means that recipients are required to activate their gift cards prior to using. eGift Cards do not require activation by customers. Recipients of an eGift Card click on a link in the email to retrieve the activated eGift Card. It is important that this link be kept confidential, as anyone who has this link will be able to access and use funds on the eGift Card.

Cancellation Policy

Unless otherwise stated herein, there are no refunds and all sales are final.

Promotions, Contests and Sweepstakes

From time to time, we make you aware of certain Company or third-party related promotions, contests and sweepstakes or other promotions. All such contests, sweepstakes and promotions are subject to the official rules or terms and conditions for such promotions, contests and sweepstakes and all related applicable laws, regulations and statutes.

Intellectual Property Rights

All right, title and interest in the Company Site and the Company Services, including technology and trade secrets embodied therein and any custom developments created or provided in connection with or related to this Agreement, including all copyrights, patents, trade secrets, trade dress and other proprietary rights, and any derivative works thereof, shall belong solely and exclusively to Company or its licensors, and you shall have no rights whatsoever in any of the foregoing. You acknowledge that the Company Sites and the Company Services constitute a valuable trade secret and/or are the confidential information of Company or its licensors. Nothing in this Agreement or otherwise will be deemed to grant to you an ownership interest in the Company Sites or the Company Services, in whole or in part. The Company Sites and Company Services contain information, text, files, images, videos, sounds,

musical works, works of authorship, software, applications, product names, company names, trade names, logos, designs, and any other materials or content (collectively, "**Content**") of Company, its licensors, or assignors ("**Company Content**"), as well as Content provided by users or other third parties. Content contained in the Company Sites and Company Services is protected by copyright, trademark, patent, trade secret and other laws and, as between you and Company, Company, its licensors, or its assignors, own and retain all rights in the Company Content. Except as provided in this Agreement or as explicitly allowed on the Company Sites or Company Services, you may not copy, download, stream, capture, reproduce, duplicate, archive, upload, modify, translate, publish, broadcast, transmit, retransmit, distribute, perform, display, sell, frame or deep-link, make available, or otherwise use any Content contained in the Company Sites or Company Services. You understand and acknowledge that unauthorized disclosure, use or copying of the proprietary products and services provided pursuant to this Agreement may cause Company and its licensors irreparable injury, which may not be remedied at law, and you agree that Company and its licensors' remedies for breach of this Agreement may be in equity by way of injunctive or other equitable relief.

If you send or transmit any communications, comments, questions, ideas, suggestions, or related materials to Company, whether by letter, email, telephone, or otherwise (collectively, "**Feedback**"), suggesting or recommending changes to the Company Site, Company Services or any part thereof, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and Company is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. In jurisdictions where the foregoing assignment is not effective, you hereby grant us a world-wide, perpetual, irrevocable, transferable, sub-licensable, royalty-free, non-exclusive, and unrestricted license to copy, reproduce, adapt, transmit, edit, modify, or otherwise use, publicly display, distribute, translate and create compilations and derivative works from, any and all of such Feedback. Further, you hereby waive all moral rights you may have in such feedback in favor of Company, and anyone authorized by us to use such Feedback. You understand and agree that Company is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

Trademarks

Company, the Company logo, and other Company marks, graphics, logos, scripts, and sounds are trademarks of Company. None of the Company trademarks may be copied, downloaded, or otherwise exploited.

User Content

You understand that you are responsible for all Content that you submit, post, upload, transmit, email or otherwise make available on the Company Sites or on, through or in connection with the Company Sites or the Company Services (collectively, "**User Content**"). You represent and warrant that: (i) you own the User Content submitted by you on, through or in connection with the Company Sites or the Company Services, or otherwise have the right to grant the license set forth in this Section, and (ii) the transmission of User Content by you on, through or in connection with the Company Sites or the Company Services and Third-Party Services (defined below) does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. You agree to pay for all royalties, fees, and any other monies owing any person or entity by reason of the use of any User Content submitted by you on or through the Company Sites or the Company Services or Third-Party Services. Additionally, you acknowledge that you have no expectation of privacy in or confidentiality with respect to your User Content. Accordingly, please choose User Content carefully.

Company reserves the right, but disclaims any obligation or responsibility, to prevent you from posting User Content to any Company Site or on, through or in connection with any Company Site or the Company Services and to restrict or remove your User Content from any Company Site or on, through or in connection with any Company Site or the Company Services or refuse to include your User Content in any Company Site or on, through or in connection with any Company Site or the Company Services for any reason at any time, in Company's sole discretion and without notice to you.

You understand that Company does not control the User Content posted by users via the Company Sites or the Company Services and, as such, you understand you may be exposed to inaccurate or otherwise objectionable User Content. Company assumes no responsibility or liability for this type of Content. Company assumes no responsibility for monitoring the Company Site or the Company Services for inappropriate User Content or user conduct. If at any time, Company chooses in its sole discretion to monitor the Company Sites or the Company Services, Company nonetheless assumes no responsibility for

Content other than Company Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of any user.

To the fullest extent permitted by Applicable Law, by posting or transmitting any User Content on, through or in connection with the Company Sites or the Company Services, you hereby grant to Company and licensees, assignees, and users of the Company Sites and Company Services a worldwide, perpetual, irrevocable, non-exclusive, fully-paid and royalty-free, freely sublicensable, transferable (in whole or in part) right (including any moral rights) and license to use, modify, excerpt, adapt, publish, translate, create derivative works and compilations based upon, publicly perform, publicly display, reproduce, sublicense, and distribute such User Content, including your name, voice, likeness and other personally identifiable information to the extent that such is contained in User Content, anywhere, in any form and on and through all media formats now known or hereafter devised, for any and all purposes including, but not limited to, promotional, marketing, trade or any non-commercial or commercial purposes. Further, you hereby waive all moral rights you may have in such feedback in favour of Company, and anyone authorized by us to use such Feedback. Additionally, Company is free to use any ideas, concepts, know-how, or techniques contained within such User Content for any purpose including, but not limited to, developing, manufacturing, marketing and providing commercial products and services, including Company Services. Company's use of such User Content shall not require any further notice or attribution to you and such use shall be without the requirement of any permission from or any payment to you or any other person or entity. You hereby appoint Company as your agent with full authority to execute any document or take any action Company may consider appropriate in order to confirm the rights granted by you to Company in this Agreement.

Third-Party Services and Links

The Company Site or the Company Services may provide, or third parties may provide, links to other websites, applications, resources or other services created by third parties ("**Third-Party Services**"). When you engage with a provider of a Third-Party Service, you are interacting with the third party, not with Company. If you choose to use a Third-Party Service and share information with it, the provider of the Third-Party Service may use and share your data in accordance with its privacy policy and your privacy settings on such Third-Party Service. Company encourages you not to provide any personally identifiable information to or through any Third-Party Service unless you know and are comfortable with the party with whom you are interacting. In addition, the provider of the Third-Party Service may use other parties to provide portions of the application or service to you, such as technology, development or payment

services. Company is not responsible for and makes no warranties, express or implied, as to the Third-Party Services or the providers of such Third-Party Services (including, but not limited to, the accuracy or completeness of the information provided by such Third-Party Service or the privacy practices thereof). Inclusion of any Third-Party Service or a link thereto on the Company Sites or the Company Services does not imply approval or endorsement of the Third-Party Service. Company is not responsible for the content or practices of any websites other than the Company Sites, even if the website links to the Company Sites and even if it is operated by a Company Affiliate or a company otherwise connected with the Company Sites. By using the Company Sites or the Company Services, you acknowledge and agree that Company is not responsible or liable to you for any content or other materials hosted and served from any website other than the Company Sites. When you access Third-Party Services, you do so at your own risk.

Company makes no representation or warranty as to the accuracy or fitness for use of any offers, including, but not limited to, coupons, rebates, discounts, etc. posted via the Company Sites or the Company Services ("**Coupons**") or that any Third-Party Services will honor or acknowledge any such Coupons. Company is not responsible for providing any value for any Coupons. Company is not responsible for the change of information at Third-Party Services, including, but not limited to, rebate information, pricing, availability or fitness for use. You understand that Company does not and cannot review all material made available through websites linked or linking to any part of the Company Sites or the Company Services.

Disputes

You are solely responsible for your interactions with other users of the Company Sites and the Company Services, providers of Third-Party Services or any other parties with whom you interact on, through or in connection with the Company Sites or the Company Services. Company reserves the right, but has no obligation, to become involved in any way with any disputes between you and such parties.

Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY SITE AND THE COMPANY SERVICES ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND COMPANY DOES NOT GUARANTEE OR PROMISE ANY SPECIFIC RESULTS FROM USE OF OR CONTINUOUS AVAILABILITY OF THE COMPANY SITE OR THE COMPANY SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS OF ANY

KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND WARRANTIES IMPLIED FOR A COURSE OF PERFORMANCE OR COURSE OF DEALING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY MAKES NO WARRANTY THAT YOUR USE OF THE COMPANY SITE OR THE COMPANY SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS TO THE COMPANY SITE OR THE COMPANY SERVICES WILL BE CORRECTED, THAT THE COMPANY SITE OR THE COMPANY SERVICES OR THE SERVERS ON WHICH THEY ARE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY INFORMATION OBTAINED BY YOU ON, THROUGH OR IN CONNECTION WITH THE COMPANY SITE, COMPANY SERVICES OR THIRD-PARTY SERVICES WILL BE ACCURATE, RELIABLE, TIMELY OR COMPLETE. UNDER NO CIRCUMSTANCES WILL COMPANY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) RESULTING FROM USE OF THE COMPANY SITE OR THE COMPANY SERVICES, PROBLEMS OR TECHNICAL MALFUNCTION IN CONNECTION WITH USE OF THE COMPANY SITE OR THE COMPANY SERVICES, ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED IN CONNECTION WITH THE COMPANY SITE OR THE COMPANY SERVICES, ANY USER CONTENT OR THIRD-PARTY SERVICE TRANSMITTED ON, THROUGH OR IN CONNECTION WITH THE COMPANY SITE OR THE COMPANY SERVICES, OR THE CONDUCT OF ANY USERS OF THE COMPANY SITE OR THE COMPANY SERVICES, WHETHER ONLINE OR OFFLINE. YOUR USE OF USER CONTENT, THIRD-PARTY SERVICES AND THE GOODS OR SERVICES PROVIDED BY ANY THIRD PARTIES IS SOLELY YOUR RESPONSIBILITY AND AT YOUR OWN RISK.

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE COMPANY SITE OR THE COMPANY SERVICES, AND ANY INFORMATION TRANSMITTED OR RECEIVED IN CONNECTION THEREWITH, MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. YOU ASSUME RESPONSIBILITY FOR THE ENTIRE COST OF ANY MAINTENANCE, REPAIR OR CORRECTION TO YOUR COMPUTER SYSTEM OR OTHER PROPERTY OR RECOVERY OR RECONSTRUCTION OF LOST DATA NECESSITATED BY YOUR USE OF THE COMPANY SITES OR THE COMPANY SERVICES.

Limitation on Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER COMPANY NOR ITS PARENTS, AFFILIATES, SUBSIDIARIES, LICENSORS OR ASSIGNS, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, MEMBERS AND DIRECTORS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE,

INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, LOST PROFITS AND ANY OTHER DAMAGES ARISING OUT OF OR RESULTING IN ANY WAY FROM OR IN CONNECTION WITH THE COMPANY SITES OR THE COMPANY SERVICES EVEN IF COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS IN THIS SECTION APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, AND WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE COMPANY SITES OR THE COMPANY SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE SUM OF CAD\$100.00, OR IF GREATER, THE AMOUNT PAID BY YOU TO COMPANY FOR THE COMPANY SITES OR THE COMPANY SERVICES DURING THE TERM OF YOUR USE OF THE COMPANY SITES OR THE COMPANY SERVICES. YOU ACKNOWLEDGE AND AGREE THAT ANY DAMAGES YOU INCUR ARISING OUT OF COMPANY'S ACTS OR OMISSIONS OR YOUR USE OF THE COMPANY SITES OR THE COMPANY SERVICES ARE NOT IRREPARABLE AND ARE INSUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR OTHER EQUITABLE RELIEF RESTRICTING THE AVAILABILITY OF OR ANY PERSON'S ABILITY TO ACCESS ANY PORTION OF THE COMPANY SITES OR THE COMPANY SERVICES.

Company makes no representation or warranty whatsoever regarding the completeness, accuracy, currency or adequacy of any information, facts, views, opinions, statements or recommendations contained on the Company Site or the Company Services and/or the Content. Reference to any product, process, publication or service of any third party by trade name, domain name, trademark, service mark, logo, manufacturer or otherwise does not constitute or imply its endorsement or recommendation by Company. Views and opinions of users of the Company Sites or the Company Services do not necessarily state or reflect those of Company.

Indemnity

You agree to indemnify and hold Company and its subsidiaries and affiliates and their respective subcontractors and other partners, and each of their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including, but not limited to, reasonable attorneys' fees, made by any third party due to or arising out of or in connection with YOUR BREACH OF YOUR REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS HEREUNDER; YOUR VIOLATION OF THIS AGREEMENT OR ANY APPLICABLE LAW;

YOUR USE OF THE COMPANY SITES OR THE COMPANY SERVICES AND/OR THE CONTENT IN VIOLATION OF THIS AGREEMENT; INFORMATION OR CONTENT POSTED OR TRANSMITTED THROUGH YOUR AUTHORIZED DEVICE OR ACCOUNT, EVEN IF NOT SUBMITTED BY YOU, THAT INFRINGES ANY COPYRIGHT, TRADEMARK, TRADE SECRET, TRADE DRESS, PATENT, PUBLICITY, PRIVACY OR OTHER RIGHT OF ANY PERSON OR ENTITY OR DEFAMES ANY PERSON OR ENTITY; AND ANY MISREPRESENTATION MADE BY YOU. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN COMPANY'S DEFENSE OF ANY CLAIM. COMPANY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT IN ANY EVENT SETTLE ANY SUCH MATTER WITHOUT THE WRITTEN CONSENT OF COMPANY.

Miscellaneous

This Agreement, together with any terms and conditions incorporated herein or referenced herein constitute the entire agreement between you and us with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements (written or oral).

Should any part or provision of this Agreement be found by a court of competent jurisdiction to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; if a court finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected in any way.