

Terms of Service

Last revised: June 1, 2020.

The website located at <http://www.everyurban.com/> (the “Site”) is copyrighted work belonging to EveryUrban Inc., (“EveryUrban”, “us”, and “we”). Certain features of the Services or Site may be subject to additional guidelines, terms, or rules, which will be posted on the Service or Site in connection with such features. To the extent such terms, guidelines, and rules conflict with these terms of use, these terms of use shall govern.

These terms of use (“Agreement”) set forth the legally binding terms for your use of the Site and Services (whether as a Community Developer also referred to as “Developer” or as a Design Architect also referred to as “Designer”). By registering for Services, you are accepting this Agreement and you represent and warrant that you have the right, authority, and capacity to enter into this Agreement. You may not access or use the Site or Services if you are not at least 18 years old. If you do not agree with all of the provisions of this Agreement, you cannot use the Services.

This Agreement shall be governed by and construed solely and exclusively in accordance with the laws of Ontario, Canada without giving effect to any law that would result in the application of the law of another jurisdiction. This Agreement requires the use of arbitration on an individual basis to resolve disputes, prior to escalation to any legal action such as jury trials or class actions. Legal matters involving EveryUrban shall fall under the governing laws of Canada in the jurisdiction of Ontario province.

1. General

EveryUrban provides an online platform that helps connect and support Community Developers whom are real state developers/builders who wish to retain architectural services (“Developers”) and Design Architects who wish to provide such designs and services (“Designers”), including, for example, through Request for Proposals (“RFP”), the Project Service, Partner Integrations and related services (each as defined below and collectively, the “Services”). “RFP bidding” is the process in which Designers submit design concepts according to the Design Brief with the goal of the Developer purchasing their design concept and retaining the Designer for Architectural Design Services to further progress the design concept to be approved for build by

local authorities (if applicable). “User” means any user of the Site or Service, and may be a Designer or a Developer. “Winning Concept” means the applicable Winning Design Concept selected by the Developer, purchased Design and Services (and any customized version thereof), or the design concept sold under contract. “Under Contract” means the applicable retaining of the Designer’s winning concept and services upon complete signatory execution of contract documents and the Designer’s receipt of funds (full or retainer).

2. Request for Proposals (RFP)

The Developer may create a request for proposal (“RFP”) by completing our design brief form (“Design Brief”), executing the EveryUrban Community Developer Service Agreement, receipt of the Retainer Funds to EveryUrban and following the other instructions on the Site and from the EveryUrban team. The Design Brief must clearly specify the requirements for the RFP, such that Designers clearly know the expectations and criteria on which their Design Concepts will be judged. Prior to finalizing and approving the Developer’s RFP, the EveryUrban team will undergo a vetting process in order to verify the Developer’s identity, company background, the contract signing individuals authority to legally bind the company in contractual agreements and capability to fulfill financial obligations. The EveryUrban team may request for additional information where deemed necessary and it will be our sole discretion whether an RFP will be accepted onto the platform. This is in place the benefit of our Users and Partners.

There are currently two types of designations for RFPs: Guaranteed and Non-Guaranteed.

- (a) Guaranteed RFPs : Projects where the Developer has committed to selecting a User from the platform and will not receive any refunds of the Retainer funds submitted unless otherwise agreed upon in writing and signed by authorized EveryUrban representatives.
- (b) Non-guaranteed RFPs are projects where the Developer may not choose any design concepts submitted by Designers qualifying them for a refund of the Retainer funds minus EveryUrban service fees as outlined in the Community Developer Service Agreement.

The types of Design Service Contracts offered are further elaborated in section 5(ii) Contracts and Agreements.

3. RFP Project Service

EveryUrban reserves the right in its sole discretion to reject or restrict materials provided by both Developers or Designers. EveryUrban facilitates the RFP bidding process between Developers and Designers making no guarantees or warranties of any kind that is not explicitly outlined in the Community Developer Service Agreement.

The RFP project service procedure are administered in a 4 step process:

- (i) Community Developer RFP Project Submission: RFP materials submitted including any requests or questions shall be facilitated by EveryUrban. Developers and Designers will not have direct communication until a Design Services Contract is completed and signed by all applicable parties. The Developer may request preliminary revisions from Designers within the scope of the Project Design Brief. Requests will be reviewed by the EveryUrban team before relaying to qualifying Designers. It is the Designer's sole discretion whether they would like to conduct these revisions. Developers will be notified of any preliminary requests rejected by the EveryUrban team or Designers.
- (ii) Designer RFP Bidding: The EveryUrban team reviews all materials submitted and will only relay submissions that have fully met criteria set in the RFP Design Brief. Designers will be notified if criteria are not met with a list of deficiencies. Designers are highly advised to review design brief's carefully. Repeated deficiencies may result to a User review in which EveryUrban will assess the User's professional capabilities. In the event a User is determined to be incapable of fulfilling professional expectations or exhibits poor professionalism, the User may be removed and blacklisted from further utilizing the EveryUrban website and services.
- (iii) Contract Administration of a Winning Concept: The Designer of the winning concept will be notified by e-mail with a copy of the Design Services Contract as well as any other necessary information. The EveryUrban team may request information from the Designer which may include but not limited to: copies of identification, address and contact information which may be shared with the Developer and a Local Architect Partner. All Users, whether Developer or Designer are expected to have sought independent legal counsel to review the contents of any and all Contracts/Agreements before signing. Inquiries directed at the EveryUrban team or representatives regarding contracts do not constitute as legal advice, we do not warranty accuracy of information provided and should not replace independent legal counsel.

(iv) Payment disbursement: Upon the completion of the legally binding Design Services Contract, full payment or a retainer will be dispersed to the designated parties minus applicable fees. The receipt of full payment or a retainer shall constitute the sale of Winning Design Concept where all materials submitted by the Designer shall belong solely to the Developer unless otherwise agreed upon under contract. Remaining payments shall be dispersed in accordance with the Milestones outlined in the Design Services Contract under the specified terms and guidelines. Designers must meet all milestone requirements to qualify for payment and may be terminated without further payment upon failure to meet the terms in the contract.

4. Partner Integrations

EveryUrban may partner with third party individuals, companies, websites and platforms to conduct and/or improve our services. Personal information supplied to EveryUrban shall only be shared with the parties specified in Contractual Agreements or in compliance with our Privacy Policy. EveryUrban may require Developers and Designers to work with our designated Local Architect Partner under certain circumstances to fully facilitate and satisfy the terms and requirements of the Design Services Contract. If this requirement is deemed to be necessary by EveryUrban, this will be accepted and agreed upon under the EveryUrban Community Developer Service Agreement as well as the Design Services Contract before receiving any funds from the Developer. Designated Local Architect Partners are locally licensed Architecture firms whom have passed our vetting process to assess experience and ability to create synergies with other Designers whom may be less experienced such as students. Our Partners are the backbone of how the EveryUrban platform can expand opportunities to Designers all around the world with varying levels of experience and license jurisdictions. Our Local Architect Partners are here to help support and guide Designers whom may not be experienced with local operations whilst ensuring the highest level of success possible for the Developer. Although EveryUrban is not responsible for the work and/or conduct of our designated partners, we hold our partners to the highest standards and urge all Users to contact us immediately of any concerns regarding any and all partners.

5. Contracts and Agreements

The RFP bidding process involves two types of Contracts/Agreements:

- (i) **Community Developer Service Agreement:** This sets forth legally binding terms between the Developer and EveryUrban. The Community Developer Service Agreement outlines our EveryUrban services and fees but more importantly, expectations and responsibilities of the Developer. This is to ensure accountability of the Developer for all representations made to Designers and Locally Licensed Architect Partners where applicable.
- (ii) **Design Services Contract:** This sets forth legally binding terms between the Developer, Designer and/or a Locally Licensed Architect Partner where applicable, outlining the project details, responsibilities, expectations, payment milestones and all other necessary provisions including contact information. There are three types of Design Services and RFP can offer:
 - a) **Concept Design Contract:** This is a direct purchase for the design concept only at the point of RFP bidding with no on going services provided by the Designer to the Developer once payment in full has been remitted to the Designer.
 - b) **Schematic Design Services Contract:** This only covers the design elements of a Project with on going design revisions and services required, in which all Designers may be qualified to submit their design concepts, subject to Design Brief and Community Developer Service Contract requirements. This Contract would be signed between the Developer and the Designer if an EveryUrban Local Architect Partner is not involved in the Project. If a designated partner is involved, this contract would be signed between the Developer, the Designer of the winning concept and a Local Architect Partner.
 - c) **Full Architectural Services Contract:** This covers the design and application process for real estate development from Schematic Design to the issuance of Building Permits. Only Designers with a license in Architecture valid in the jurisdiction of the project location can be considered for this type of RFP. Designers whom do not have the applicable valid license may still be able to submit an RFP bid for Schematic Design Services if the Developer agrees to this in their Customer Service Agreement. In these cases, the Developer may be required to retain an EveryUrban Locally Licensed Architect Partner.

6. Payment Terms

All Developers must remit a retainer before RFPs can be circulated to EveryUrban Designers. Winning designs under contract will receive a retainer constituting the purchase of all the material submitted for the RFP bidding process before the commencement of the Design Services Contract. Payments will be remitted to the Designer in accordance to the Milestone Payment Rubric agreed upon under contract. Fulfillment of Milestone Payments will be assessed by the Developer (or an appointed representative of the Developer) or the Locally Licensed Designated Partner and paid according to the terms under contract. All additional terms and details not addressed in this Terms of Service are outlined in the applicable Design Services Contract.

All users are responsible for the collection and/or payment of all taxes liable for any jurisdiction arising from your sale or purchase facilitated by EveryUrban. The currency listed on our website are in Canadian Dollars and payments will be remitted in Canadian Dollars where conversions to local currencies will be at the exchange rate of the remitting banking institution. Users will be required to have access to international banking services for payout that can provide valid Swift Code, IBAN or BIC code and routing number acceptable by international banking systems.

7. Retainers

The retainer remitted by the Developer to begin RFP bidding is typically set at 10-30% of the total value of the Architectural Design Services Contract and may only be subject to change to a lower percentage upon total a contract value exceeding \$800,000 CAD (Eight Hundred Thousand Canadian Dollars). Retainer percentages for large contracts are negotiated between the Developer and EveryUrban team. The retainer secures compensation for a Designer's winning concept submitted for RFP bidding. Designers will receive a retainer under a Schematic Design Services Contract or Full Architectural Services contract. The retainer amount will be stated on Project RFP Brief, constituting as compensation for ownership of all materials submitted for winning concept in the RFP bidding.

8. Milestone Payments

Schematic Design Services Contracts and Full Architectural Services Contracts will have a Milestone Payments Rubric which outlines the exact sum and fulfillment terms in order to qualify for payment. Designers are expected to fulfill all responsibilities and expectations outlined under each Milestone Payment in order to qualify for compensation as regularly exercised in the industry. Any additional provisions will be outlined in the respective Contracts.

9. Refunds

EveryUrban will make refunds where applicable to Developers using the same payment methods used to remit payment to EveryUrban or via any other method specified by EveryUrban from time to time. EveryUrban may issue the following:

- a) retainer refund minus EveryUrban service fees and applicable taxes to Developers under a non-guaranteed RFP request where no winning concept was committed under contract;
- b) full refund with no deductions upon EveryUrban's failure to honour the Community Developer Service Agreement terms;
- c) required by law or considers that it is required by law to do so;
- d) in EveryUrban's sole option.

Any claims for refunds between Developers, Designers and/or the Locally Licensed Architect Partner shall be a private matter independent of EveryUrban under the respective parties' contractual agreements.

10. Non-Circumvention

You agree not to circumvent the terms and procedures offered by the EveryUrban site and services. By way of illustration and not in limitation of the foregoing, you must not:

- a) share any personal information on your EveryUrban Profile (excluding personal websites and portfolios) in the way of email, video, phone or any other method of direct contact;
- b) submit proposals or solicit parties identified through the site and services to contact, hire, manage, or pay outside of EveryUrban services and procedures;
- c) accept proposals or solicit parties identified through the site and service to contact, deliver services, invoice, or receive payment outside of EveryUrban services and procedures;
- d) cancel any RFPs for the purpose of contracting separately with a Designer or Locally Licensed Partner who the Developer meets through the EveryUrban site and services.

You agree to notify EveryUrban immediately if another person improperly contacts you or suggests making or receiving payments outside of EveryUrban site, procedures and services. If you are aware of a breach or potential breach of this non-circumvention policy, please contact us immediately at assist@everyurban.com.

11. User Accounts

In order to use the EveryUrban Site and Services, you must complete registration for a User Account on www.everyurban.com ("Account") and provide certain information about yourself as prompted by the site or the EveryUrban team. You represent and warrant that all required registration information you submit is truthful and accurate as well as maintaining the accuracy of such information. Without limiting the generality of the foregoing, you agree to provide EveryUrban with identification documents (including copies of IDs, passports or drivers licenses) which EveryUrban may request from you from time to time for the purposes of verifying your identity. You may delete your Account at any time, for any reason, by contacting the EveryUrban team at assist@everyurban.com. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify EveryUrban of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security which is based on your negligence. EveryUrban cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. Designers may not have more than one Account actively bidding on RFPs.

12. User Content

"User Content" means any and all information and content that a User submits to, or uses with, the Site or Services. User Content includes RFPs, Designer Profiles, Design Concepts, reviews and/or testimonials ("Reviews"). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable. You hereby represent and warrant that your User Content does not violate this Terms of Service, Privacy Policy or contractual obligations. You may not state or imply that your User Content is in any way provided, sponsored or endorsed by EveryUrban. Users alone are responsible for their User Content (and not EveryUrban). You may

expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy in this Terms of Service. EveryUrban is not obligated to remove any RFPs, Design Concepts, or Reviews from the Site unless required by applicable Law. EveryUrban is not obligated to backup any User Content and may be deleted at any time. You are solely responsible for creating backup copies of your User Content if you desire.

You hereby grant, represent and warrant that you have the right to grant, to EveryUrban an irrevocable, nonexclusive, royalty-free, worldwide license for all the duration of the intellectual property rights to distribute, display and edit in order to perform EveryUrban Services. This does not imply any ownership of Designs or information supplied by Developers by EveryUrban which is not explicitly and specifically addressed under an agreement or contract. Everyurban will only use RFP Briefs in accordance to terms under the signed Community Developer Service Agreement and Design Concepts in accordance with EveryUrban Services or upon written consent by the owner of the Design Concept. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content. For the avoidance of doubt, Designer's sale, license or assignment of Designs and/or Services to Developers is set forth in applicable Contracts.

We reserve the right (but have no obligation) to review any User Content, investigate, and/or take appropriate action against you in our sole discretion (including removing or modifying your User Content, terminating your Account, and/or reporting you to law enforcement authorities) if you violate the Acceptable Use Policy or any other provision of this Agreement or otherwise create liability for us or any other person.

13. Content Ownership

Each User owns its own User Content. Excluding the fore said User Content, you acknowledge that all the intellectual property rights of the EveryUrban Site and Services are owned by EveryUrban or EveryUrban's licensors. The provisions of the Site and Services does not transfer to you or any third party any rights, title or interest in or to such intellectual property rights. EveryUrban and its suppliers reserve all rights not granted in this Agreement.

14. Acceptable Use Policy

You agree not to use the Site or Services with any User Content or to provide any products or services that:

- a) violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right (including by allowing any third party to download or reuse any User Content in violation of any such third party rights, by using any work in an editorial manner without affixing the necessary credit or attribution or by posting or uploading or allowing any third party to post or upload any User Content on social media sites that grant exclusive rights or ownership in respect of such User Content to any third party);
- b) is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libellous, slanderous, indecent, pornographic, obscene, patently offensive (e.g., material that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual) or otherwise objectionable material of any kind or nature or which is harmful to minors in any way or that would otherwise imply that the creator of the User Content, or the persons or property appearing in the User Content (if any), endorse any political, economic or other opinion-based movements or parties or in a way that places any person in the User Content in a bad light or in a defamatory, unlawful, immoral or offensive manner;
- c) is in violation of any laws, or obligations or restrictions imposed by any third party; or
- d) would cause a material risk to the security or operations of EveryUrban or any third party;
- e) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data;
- f) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise, or to offer, use, or permit the use of the Site and/or Services in a computer service business, third-party outsourcing service, on a membership or subscription basis, on a service bureau basis, on a time-sharing basis, as part of a hosted service, or on behalf of any third party, or to sell, license or distribute any work as stand-alone or as part of an online database or any other database, or any derivative product containing any work in such way that is intended to allow a third party to use, download, extract or access the work as a stand-alone file or otherwise share any work with any third party;

- g) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent;
- h) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site or Services or violate the regulations, policies or procedures of such networks, or remove, obscure, or alter any proprietary notices associated with the Site and/or Services;
- i) attempt to gain unauthorized access to the Site or Services, other computer systems or networks connected to or used together with the Site or Services, through password mining or other means;
- j) introduce software or automated agents or scripts to the Site or Services so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Site or Services;
- k) impersonate any person or entity or falsify or misrepresent yourself or your affiliation with any person or entity; or
- l) display, mirror, or frame the Site, or otherwise attempt to interact with the operating system underlying the Site and/or Services.
- m) shall not modify, make derivative works of, adapt, translate, disassemble, reverse compile, decompile or reverse engineer any part of the Site or Services, or otherwise attempt to discover the source code in the Site and/or Services (or any part thereof); (c) you shall not access the Site or Services in order to build or promote a similar or competitive service.

15. Feedback

If you submit any feedback or suggestions to EveryUrban regarding the Site or Services (“Feedback”), you hereby assign and agree to assign upon our request to EveryUrban all rights in the Feedback and agree that EveryUrban shall have the right to use such Feedback and related information in any manner it deems appropriate. EveryUrban will treat any Feedback you provide to EveryUrban as non-confidential and non-proprietary. You agree that you will not submit to EveryUrban any information or ideas that you consider to be confidential or proprietary. If you would like to submit feedback please email to assist@everyurban.com with the subject line “Feedback”.

16. Third Party Sites & Ads

The EveryUrban site, services and digital content (including emails) might contain links to third party websites, services, and advertisements for third parties (collectively, “Third Party Sites &

Ads”). These Third Party Sites & Ads are not under the control of every EveryUrban and EveryUrban is not responsible for any Third Party Sites & Ads. EveryUrban provides these Third Party Sites & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Sites & Ads. You use all Third Party Sites & Ads at your own risk. When you link to a Third Party Site & Ad, the applicable third party’s terms and policies apply, including the third party’s privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third Party Sites & Ads.

17. Disclaimer

EveryUrban makes no warranties regarding RFPs, Design Concepts, Designer Profiles, Partner Integrations or any other products or services provided by us except where specifically stated in a Community Developer Service Agreement. Designers, Developers and Partners, each of the foregoing are provided by EveryUrban is “AS IS”. Designers sell and Developers buy designs and services at their own risk. All users should conduct independent investigations and due diligence necessary or appropriate before proceeding with any transaction with any other User. Interactions with other users are solely between you and such User. EveryUrban will not be responsible for any loss or damage incurred as the result of any such interactions (excluding those directly due to EveryUrban’ acts or services). EveryUrban is under no obligation to become involved with disputes between Users and Partners. Notwithstanding the foregoing, EveryUrban will use commercially reasonable efforts to provide the Services described in this Terms of Service and Community Developer Service Agreement.

18. Release

You hereby release and forever discharge EveryUrban (including EveryUrban team, representatives, officers, employees, agents, successors, and assigns) from, and hereby waive and release, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, your use of the Site and/or Services, any interactions or transactions of you with, or act or omission of you in relation to other Users, including Developers, Designers, Third Party Sites, Partners & Ads (excluding those directly due to EveryUrban’ acts or the Services).

19. Indemnity

You agree to indemnify and hold EveryUrban (including EveryUrban team, representatives, officers, employees, agents, successors, and assigns) harmless, including reasonable costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of:

- a) your use of the Site or Services;
- b) your User Content (including your Design Concepts, Services, RFPs and Reviews);
- c) your interaction with any other User;
- d) your violation of this Agreement or any applicable laws. EveryUrban reserves 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;
- e) you agree not to settle any matter without the prior written consent of EveryUrban.

EveryUrban will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

20. Termination

All designers and partners operate independently as contractors. Parties under contract should refer to the respective contractual agreements for termination provisions. EveryUrban reserves the right to terminate services to users at any time upon infringement or breach of this terms of service, privacy policy and signed Agreements/Contracts.

This Agreement will remain in full force and effect while you use the Site or Services.

EveryUrban reserves right to:

- a) suspend your rights to use the Site and/or Services (including your Account), including in part or in full;
- b) terminate your Account and right to access and use the Site and Services (or relevant part thereof). Any payments outstanding to you at termination will be paid to you. You understand that any termination of your Account may involve deletion of your User Content associated therewith from our live databases. However we reserve the right to continue to use your User Content to the extent permitted under applicable law. EveryUrban will not have any liability whatsoever to you for any termination of this Agreement, including for termination of

your Account or deletion of your User Content. Termination of this Agreement or User Accounts do not relieve any parties of contractual obligations.

21. Disputes

The Parties agree to attempt initially to solve all claims, disputes or controversies arising under, out of or in connection with this Terms of Service by conducting good faith negotiations. If the Parties are unable to settle the matter between themselves, the matter shall thereafter be resolved by alternative dispute resolution, starting with mediation and including, if necessary, a final and binding arbitration. Whenever a Party shall decide to institute arbitration proceedings, it shall give written notice to that effect to the other Party. The Party giving such notice shall refrain from instituting the arbitration proceedings for a period of forty-five (45) days following such notice. During such period, the Parties shall make good faith efforts to amicably resolve the dispute without arbitration.

In the event a resolution is unable to be agreed upon, the parties shall appoint and share the costs of the arbitration equally. Each party shall cooperate fully and fairly with the arbitrator, and shall reach a mutually satisfactory compromise of the Dispute. If the Dispute is not resolved within thirty (30) days after it is referred to the arbitrator, it shall be resolved through final and binding arbitration. The arbitrators shall have the authority to grant specific performance. Judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. In no event shall a demand for arbitration be made after the date when institution of a legal or equitable proceeding based on such claim, dispute or other matter in question would be barred under this Agreement or by the applicable statute of limitation. The prevailing party in any such arbitration shall be entitled to recover from the other party, in addition to any other remedies, all reasonable costs, attorneys' fees and other expenses incurred by such prevailing party.

By agreeing to this arbitration procedure, all parties waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding. The arbitrator shall:

- (i) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and

- (ii) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award. The arbitrator shall be authorized to award any or all remedies that the parties would be entitled to seek in a court of law. The parties shall pay all arbitration fees in excess of the amount of court fees that would be required if the dispute were decided in a court of law. Nothing in this Agreement is intended to prevent from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Notwithstanding the foregoing, parties each have the right to resolve any issue or dispute over intellectual property rights by Court action instead of arbitration.

22. Entire Agreement

This Agreement constitutes the entire agreement between you and us regarding the general use of the Site and Services. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word including means including without limitation. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to EveryUrban is that of an independent contractor, and neither party is an agent or partner of the other. This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without EveryUrban's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. These Agreement provisions shall be binding upon use of this site and services.

23. Changes to Terms of Service

This Agreement (including pricing terms) is subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the e-mail registered to your User Account and/or by prominently posting notice of the changes on our Site. Any changes to this agreement will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Site or Services. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or

for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Continued use of our Site or Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

24. Copyright/Trademark Information

Copyright © 2020, Everyurban. All rights reserved. All trademarks, logos and service marks ("Marks") displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

25. Contact Information

Email: assist@everyurban.com

Mail: EVERYURBAN LIMITED

2967 Dundas St. W. #1028

Toronto, ON M6P 1Z2

Canada