

iThentic Website Terms and Conditions

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THESE TERMS AND CONDITIONS CONTAIN LEGAL OBLIGATIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING AN ITHENTIC SITE.

INTRODUCTION

By using an iThentic Site, or any of the products or services available on an iThentic Site (collectively the "Services"), you agree, without limitation or qualification, to be bound by these terms and conditions and such other additional or alternative terms, conditions, rules and policies which are displayed or to which you may be directed in connection with any particular iThentic Site or Service, all as may be modified by iThentic from time to time in its sole discretion (collectively, the "Terms and Conditions"). If you do not agree with these Terms and Conditions, you may not use an iThentic Site or any of the Services on an iThentic Site.

Please note that we reserve the right, at our discretion, to change, modify, add, or remove portions of these Terms and Conditions at any time. Please check periodically for changes. Your continued use of an iThentic Site following the posting of any changes to these Terms and Conditions will mean you accept those changes.

PRIVACY

For information on how user information is collected, used and disclosed by iThentic in connection with your use of an iThentic Site and any of the Services, please consult our Privacy Policy.

REGISTRATION, ACCOUNTS AND PASSWORDS

Certain of the Services and related features made available on an iThentic Site may require registration or subscription. Should you choose to register or subscribe for any such Services or related features, you agree to provide accurate and current information about yourself as required by the relevant registration or subscription process, and to promptly update such information as necessary to ensure that it is kept accurate and complete. You agree to be responsible for: (a) maintaining the confidentiality of any passwords or other account identifiers which you choose or are assigned as a result of any registration or subscription on an iThentic Site, and (b) all activities that occur under such password or account. Further, you agree to notify iThentic of any unauthorized use of your password or account. iThentic shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this Section.

RESTRICTIONS ON USE OF MATERIALS

All material, information and content available on an iThentic Site (collectively, "Content"), including the manner in which such Content is presented, and the Services are: Copyright © iThentic Canada Inc., its affiliates and/or licensors. All rights reserved. Such Content is protected by Canadian and worldwide copyright laws and treaty provisions. iThentic grants you a limited non-exclusive, non-transferable license to use and display on your computer or other electronic access device, the Content and Services for your own personal and non-commercial use only, provided that you do not modify the Content and that you maintain all copyright and other proprietary notices. Except as provided herein, you agree not to reproduce, make derivative works of, retransmit, distribute, sell, publish, communicate, broadcast or otherwise make available any of the Content obtained through an iThentic Site or any of the Services, including without limitation, by caching, framing or similar means, without the prior written consent of the respective copyright owner of such Content.

USER CONDUCT

In consideration of the availability, and your use, of an iThentic Site or any of the Services, you agree to comply with all applicable laws and regulations and these Terms and Conditions when using such iThentic Site or Service. You acknowledge that iThentic may investigate any violations of law and may cooperate with law enforcement authorities in prosecuting users in this regard. Additionally, you agree not to:

- * post, transmit, link to, or otherwise distribute any materials, information or content constituting, advocating or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use an iThentic Site or any of the Services in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying an iThentic Site, any of the Services, or the Internet;

- * defame, abuse, stalk, harass, threaten or otherwise violate the legal rights of others including, without limitation, rights relating to privacy and publicity;
- * post, transmit, link to, or otherwise distribute any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information; or
- * post, transmit, link to, or otherwise distribute any information, materials or content (including for greater certainty, software) which contains a virus, cancelbot, trojan horse, worm or other harmful or disruptive component.

RESPONSIBILITY FOR MINORS

In cases where you have authorized a minor to use an iThentic Site or any of the Services, you recognize that you are fully responsible for: (a) the online conduct of such minor; (b) controlling the minor's access to and use of an iThentic Site or any of the Services; and (c) the consequences of any misuse by the minor. You acknowledge that some of the areas of an iThentic Site may contain material that is inappropriate for minors.

FORUMS AND CONTENT SUBMISSIONS

By uploading materials to any chat board or forum available on an iThentic Site (collectively, "Forums") or otherwise submitting any materials to us through any other content generating or submitting Service on a iThentic Site, you automatically grant (or warrant that the owner of such materials expressly grants) iThentic a world-wide, perpetual, royalty-free, irrevocable and non-exclusive right and license to use, copy, adapt, transmit, communicate, publicly display and perform, distribute and create compilations and derivative works from such submitted materials, for the purposes of publishing and promoting such materials in connection with the Forum or other Service through which the materials were submitted or generated, and for all promotions thereof. Such license shall apply with respect to any form, media, or technology now known or later developed. In addition, you warrant that all "moral rights" in such materials have been waived.

In addition, you automatically grant (or warrant that the owner of such material expressly grants) iThentic a world-wide, perpetual, royalty-free, irrevocable and non-exclusive right and license to televise, broadcast, transmit, exploit, use, communicate, publicly display and perform, distribute and create compilations and derivative works from, such submitted materials in any manner, media or technology, including, but not limited to all forms of television, wireless and online technology, now known or later developed.

If you are a minor, you must have permission from your parent or guardian to upload any materials to a Forum. iThentic may request a parent's or guardian's email address from anyone who uploads any materials to a Forum for the purpose of verifying with the parent or guardian that he/she has in fact given permission for such uploading. In the event that material is uploaded without permission, all uploaded material will be removed immediately and without notice to you.

When participating in a Forum, never assume that people are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated. iThentic cannot be responsible for the content or accuracy of any information, and will not be responsible for any reliance or decisions made based on such information. When using a Forum, you may not post, transmit, link to, or otherwise distribute any information, materials or content that do not generally pertain to the designated topic or theme of the particular Forum. Use of a Forum for commercial purposes of any kind is strictly prohibited. Please note that iThentic reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of these Terms and Conditions.

DISCLAIMER

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) AN ITHENTIC SITE AND ANY OF THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT ITHENTIC MAKES NO WARRANTIES, REPRESENTATIONS OR CONDITIONS (AS USED IN THIS SECTION, "WARRANTIES") OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND NON- INFRINGEMENT AND THAT ANY SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, AND (B) ITHENTIC SPECIFICALLY MAKES NO WARRANTIES THAT AN ITHENTIC SITE OR ANY OF THE SERVICES, INCLUDING ANY CONTENT, INFORMATION, PRODUCTS OR SERVICES OBTAINED FROM OR THROUGH THE USE OF AN ITHENTIC SITE OR ANY OF THE SERVICES, WILL BE PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS OR THAT SUCH SERVICES OR THE RESULTS DERIVED THEREFROM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS.

MONITORING

You acknowledge that iThentic has no obligation to monitor an iThentic Site or any content accessible through an iThentic Site or any of the Services. However, you agree that iThentic has the right to monitor an iThentic Site electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate an iThentic Site or any of the Services properly, or to protect itself or its users in accordance with the Privacy Policy.

MODIFICATIONS

iThentic reserves the right, in its sole discretion, to add to, remove, modify or otherwise change any part of these Terms and Conditions, in whole or in part, at any time. Except as otherwise expressly contemplated herein, changes will be effective when notice of such change is posted on an iThentic Site. Please check these Terms and Conditions regularly for updates by checking the date of "Last Update" at the top of this document. If any change is not acceptable to you, you must discontinue your use of an iThentic Site and any of the Services immediately. Your continued use of an iThentic Site or any of the Services after any such changes are posted will constitute acceptance of those changes. Further, iThentic reserves the right to change, modify, suspend or discontinue any aspect of an iThentic Site, Services or Content from time to time without notice or liability and for any reason whatsoever.

DOWNLOADS AND SHAREWARE

Certain iThentic Sites allow you to download software applications or other forms of Content, including files, images and/or data incorporated therein (collectively, the "Software"). The Software is made available to you by iThentic or third parties subject to the terms and conditions made available to you during the software installation process. Additionally, you agree that the Software is licensed to you by iThentic or third parties for your personal and non-commercial use only provided that you do not modify the Software and that you maintain all copyright and other proprietary notices and that iThentic or the designated third parties retain full and complete title to the Software and all intellectual property rights therein. You may not redistribute, sell, de-compile, reverse engineer, disassemble, or otherwise reduce the Software to a human-readable form.

You agree that it is your responsibility to review and evaluate the Software and the related terms and conditions, and that all risk associated with the use of, or reliance on, the Software rests with you. You further agree that iThentic, including its suppliers, shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, the Software, including the failure of the Software to meet your needs, standards, expectations or specifications.

CONTENT LINKED TO AN ITHENTIC SITE

Please exercise discretion while browsing the Internet. Please note that certain links on an iThentic Site may take you to other websites. iThentic provides these links only as a convenience and not as an endorsement by iThentic. These linked sites are not necessarily under the control of iThentic. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses and other destructive elements. iThentic is not responsible for the content of any such linked sites or any other web page which is not part of an iThentic Site and under iThentic's control. Unless otherwise expressly provided, iThentic makes no representation or warranty regarding, and does not endorse, any linked site or the information, products or services appearing thereon. Accordingly, you agree that iThentic will not be responsible or liable in any way for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in any site linked from an iThentic Site.

DEALINGS WITH THIRD PARTIES

You acknowledge and agree that your correspondence or business dealings with any third parties, including any sponsors whether through contest or other forms of sponsorship, merchants or advertisers, found on, or through, an iThentic Site or any of the Services, including payment for and delivery of related goods and services, and all other terms, conditions, representations and warranties related to such dealings, are solely as between you and such third parties. iThentic assumes no responsibility whatsoever for any charges you or any user of your account incurs when making purchases or other transactions in this manner. Further, the responsibility for ensuring compliance with all applicable laws in connection with any such transactions shall be

yours's alone. You agree that iThentic shall not be responsible or liable in any way for any loss or damage of any kind incurred as a result of, or in connection with, any such dealings or transactions.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless each of iThentic, its affiliates and licensors and each of their respective officers, directors, employees and agents, including all third parties mentioned on an iThentic Site, from and against any and all claims, actions or demands, including without limitation reasonable legal and accounting fees, resulting from or related to: (a) your breach of any of these Terms and Conditions; (b) your access to or use of an iThentic Site, Services or Content; or (c) your use or reliance on, or publication, communication or distribution of anything on or from an iThentic Site or through any of the Services. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL ITHENTIC, INCLUDING ITS AFFILIATES AND LICENSORS, BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, AND ANY DAMAGES FOR LOSS OF PROFITS, SAVINGS, GOODWILL OR OTHER INTANGIBLE LOSSES, REGARDLESS OF WHETHER ITHENTIC HAD BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH: (A) THE USE, INABILITY TO USE OR PERFORMANCE OF ANY OF THE SERVICES OF AN ITHENTIC SITE, (B) ANY UNAUTHORIZED ACCESS TO OR MODIFICATION TO ANY OF YOUR CONTENT OR TRANSMISSIONS, OR (C) ANY OTHER MATTER RELATING TO AN ITHENTIC SITE OR ANY OF THE SERVICES.

You expressly acknowledge that iThentic has entered into this agreement, and has and will make an iThentic Site, Content and Services available to you in reliance upon the limitations and exclusions of liability and the disclaimers set forth herein, and that the same form an essential basis of the bargain between you and iThentic. You expressly agree that the limitations and exclusions of liability and the disclaimers set forth herein will survive, and continue to apply in the case of, a fundamental breach or breaches, the failure of essential purpose of contract, the failure of any exclusive remedy or termination of this agreement.

GOVERNING LAW/JURISDICTIONAL ISSUES

All iThentic Sites and Services are controlled, operated and administered by iThentic from its offices within Canada. iThentic makes no representation or warranty that an iThentic Site or any of the Services are appropriate or available for use at any locations outside Canada. If you access an iThentic Site from outside Canada, you are responsible for compliance with all applicable laws. You may not export any of the Content accessible through an iThentic Site in violation of applicable export laws and regulations. These Terms and Conditions shall be interpreted, construed and governed by the laws in force in the Province of Ontario, Canada, without reference to its conflict of laws principles. Subject to the Arbitration and Actions Section below, each party hereby agrees to submit to the jurisdiction of the courts of the Province of Ontario and to waive any objections based upon venue. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms and Conditions.

ARBITRATION AND ACTIONS

Except where prohibited by applicable law, any controversy, claim or dispute arising out of or relating to these Terms and Conditions, your use of any iThentic Site or Service or the relationship which results from these Terms and Conditions, including without limitation, the performance, breach, enforcement, existence or validity of the matters provided for in these Terms and Conditions which cannot be amicably resolved, even if only one of the parties declares that there is a difference (collectively, a "Claim"), will be referred to and finally settled (to the exclusion of the courts) by private and confidential binding arbitration before a single arbitrator held in Toronto, Ontario in English and governed by Ontario law pursuant to the Arbitration Act, 1991 (Ontario), as amended, replaced or re-enacted from time to time. The arbitrator shall be a person who is legally trained and who has experience in the information technology field in Canada and is independent of either party. Any such Claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim, controversy or dispute of any other party. You agree to waive any right you may have to commence or participate in any class action against us related to any Claim and, where applicable, you also agree to opt out of any class proceedings against us. Notwithstanding the foregoing, we reserve the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

TERMINATION

You acknowledge and agree that iThentic, in its sole and absolute discretion, may, without notice to you, suspend or terminate your account or your use of, or access to, an iThentic Site or any of the Services, and remove and discard any information or content related to an iThentic Site or any of the Services (and your use thereof), for any reason, including where iThentic believes that you have violated any of these Terms and Conditions. You further agree that iThentic shall not be liable to you or to any other person as a result of any such suspension or termination. If you are dissatisfied with an iThentic Site or any of the Services or with any terms, conditions, rules, policies, guidelines, or practices of iThentic in operating an iThentic Site or any of the Services, your sole and exclusive remedy is to discontinue using an iThentic Site or any of the Services.

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This agreement is personal to you, and you may not assign your rights or obligations to anyone. These Terms and Conditions constitute the entire agreement between iThentic and you pertaining to your use of an iThentic Site, Services and Content and supercedes any prior agreements between you and iThentic with respect to the subject matter hereof. iThentic's failure to insist upon or enforce strict performance of any right or provision of these Terms and Conditions shall not constitute or be construed as a waiver of any right or provision. If any of the provisions (or parts thereof) contained in these Terms and Conditions are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions (or parts thereof) contained herein. No changes to these Terms and Conditions shall be made except by a revised posting on this page or except as otherwise expressly contemplated herein.