

PITBLADO.COM
WEBSITE TERMS OF USE

Last Revised: February 8, 2017

This terms of use agreement (the "**Agreement**") governs your access to, and use of, the websites, services and applications (collectively, the "**Site**") which are owned, operated or provided through third party websites, by Pitblado LLP ("**Pitblado**"). In consideration for your right to access and use the Site, you agree to the terms and conditions set out below.

As used in this Agreement, "**you**" means (and "**your**" refers to) the user of the Site and "**we**" means (and "**us**", "**our**", and "**ours**" refer to) Pitblado. The effective date of this Agreement is when you accept it, in accordance with the terms and conditions that are set out below.

IMPORTANT! YOUR ACCESS TO THE SITE IS SUBJECT TO LEGALLY BINDING TERMS AND CONDITIONS. CAREFULLY READ ALL OF THE FOLLOWING TERMS AND CONDITIONS BEFORE YOU PROCEED. ACCESSING THIS SITE IS THE EQUIVALENT OF YOUR SIGNATURE AND INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS AND THAT YOU INTEND TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THE SITE.

You can view, print, download or save this Agreement at any time, under the "Terms of Use" link that appears on the Site.

1. Consent to Electronic Communication

When you visit the Site, use services which are provided on or through the Site or send email to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

2. Modification to the Site

We may revise this Agreement, at any time, by updating this posting. We may provide notice to you of material revisions, by means of a general notice on the Site. Your continued use of the Site after such revisions are posted, will signify your agreement to these revised terms. Therefore, you should visit this page periodically to review this Agreement.

3. Payment

Terms of Payment: Terms of payment are as set out on the Site, from time to time.

Currency: Unless stated otherwise, all payments are payable in Canadian dollars.

Cancellation and Refunds: Payments to us shall not be refunded to you, by us, under any circumstances whatsoever.

Third Party Payment Processing: To allow you to make payments to us, we may provide you access to third party payment processors. We neither monitor nor have any direct control or input over such processors' activities. You acknowledge and agree that we provide access to

such third party payment processors "as is" without any warranties, representations or conditions of any kind. Your use of third party payment processors is entirely at your own discretion and you should ensure you are familiar with, and approve, the terms on which such services are provided by the relevant third party payment processors.

Payment by Credit Card: All payments made through the Site will be made by credit card, unless we agree to accept another form of payment from you, in writing, before you make your payment. The credit card that you provide when you make your payment will be immediately billed when your payment is made. Any payments you make are subject to the approval of the issuer of your credit card (or any other third party which is involved in your payment to us, such as PayPal or a financial institution).

Chargebacks and Disputes: You agree to indemnify and hold harmless Pitblado and its partners, employees, contractors, representatives, agents and affiliates (and the directors, officers, employees, representatives and agents of such affiliates), against any chargeback costs (plus any related fees) which we are required to pay, as a result of a payment dispute with you or in relation to a payment you have made to us through the Site.

Taxes: You are solely responsible for payment all applicable taxes in respect of your payments to us.

4. Ownership of Content

Content: Subject to third party rights, all materials displayed or otherwise accessible on the Site, including, without limitation, text, photographs, images, illustrations, sound, graphics, icons, code (collectively, the "**Content**") and the selection and arrangement of the Content on the Site (the manner of which shall be in our sole discretion) are protected by copyright, pursuant to Canadian copyright laws, international conventions and other copyright laws. We either own the intellectual property rights, including copyright, or have acquired the necessary rights or licences, in the Content. Portions of the Content may have been licensed to us or published on the Site by third parties. Any reproduction, modification, publication, transmission, transfer, sale, distribution, display or exploitation of the Site or the Content, whether in whole or in part, without our express written permission, is strictly prohibited. The display of the Content does not imply that you have been granted a license by us or other entities with respect to it.

Reporting infringement: If you believe in good faith that any material that is made available on the Site infringes your copyright, please contact us at firm@pitblado.com.

Trademarks: Certain words, phrases, names, designs or logos on the Site may constitute trademarks, service marks, or trade names that are owned by us or others. The display of such marks on the Site does not imply that you have been granted a licence by us or others with respect to them.

5. Limited Licence

Subject to the terms and conditions of this Agreement, you are granted a limited personal, non-exclusive, non-transferable, revocable license to access, view and use the Site, including a limited license to download, print and store single copies of the Content from the Site, for your personal use, provided that you maintain all copyright and other notices contained in such items and you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, in the

Site. The Content must not be reproduced, republished, or disseminated in any manner or form without our prior written consent or the prior written consent of the third parties from which such information was collected, as the case may be.

6. Comments

In order to use the comments feature on the Site, you must submit your name and email address. You represent and warrant that such submitted information is accurate, and that you shall not use the comments feature to impersonate anyone else. We reserve the right to review and approve your comments, before we post them on the Site. We may remove or edit your comments at any time, in our sole discretion.

7. Prohibited Uses

While you use the Site, you must comply with all applicable laws, rules and regulations. In addition, use of the Site is based on the following rules of conduct. You will not:

- Use the Site in a manner which will violate or solicit the violation of any applicable local, provincial, territorial, state, national or international law, rule or regulation, including, without limitation, applicable privacy laws and the statute known as *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications (Canada)*.
- Impersonate any person or entity, including, but not limited to, any of our representatives; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that we endorse any statement you make without our prior written consent.
- Post, transmit, or otherwise make available any virus, worm, trojan horse, spyware, or any other computer code, file, or program that may, or is intended to, damage or hijack the operation of any hardware, software, server or telecommunications equipment.
- Conduct any systematic or automated data collection activities (including, without limitation, scraping, data mining, data extraction and data harvesting) on or in relation to the Site, without our prior written consent.
- Interfere with or disrupt the Site.
- Post, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," investment opportunity, or any other form of solicitation.
- Re-publish material from the Site (including republication on another website), without our prior written consent.

Any person who is found or reasonably suspected to have violated the rules of conduct provided above, may be barred from using the Site, in our sole discretion, and may be subject to other legal remedies.

8. Linking and other Sites

No Endorsement or Responsibility: The Site may include links to other websites, solely as a convenience to users. We do not endorse any such linked sites or the information, material, products or services contained on other linked sites or accessible through other linked sites. Furthermore, we make no express or implied warranties with regard to the information, material, products or services that are contained on or accessible through linked sites.

Use at Your Own Risk: Your access to and use of linked sites, including information, materials, products and services on linked sites or available through linked sites, is solely at your own risk and governed by the terms of service of the linked site. If there is any conflict between this Agreement and any of the terms or notices set forth on any other website, then the terms of that other website will control your use of that link. Please review the terms of use for each link so that you understand all of the terms that will apply.

Linking to the Site: The framing or mirroring of the Site, or any of the Content, in any form and by any means, is strictly prohibited. Please contact us to request permission to link to the Site. Any linking to the Site, without our prior written consent, is prohibited. We reserve the right to cancel and revoke any permission we may give to link to the Site at any time, for any reason, without any notice, and without any liability to you or any other person.

9. Disclaimer

The materials provided on the Site are for informational purposes only. These materials constitute general information relating to areas of law familiar to our firm lawyers. They do NOT constitute legal advice or other professional advice and you may not rely on the contents of this website as such.

The contents of the Site do not necessarily represent our opinions or the opinions of our clients. If you require legal advice, you should retain competent legal counsel to advise you. If you would like to retain us, please contact one of our lawyers, who will be pleased to discuss whether we can assist you. A lawyer-client, advisory, fiduciary or other relationship will arise between you and Pitblado only if we specifically agree, in writing, to act for you. Until we specifically agree to act for you on a matter, you should not provide us with any confidential information or material.

10. Confidentiality of Communications

We do not guarantee the confidentiality of any communications sent by e-mail or through the Site, or left in voicemail messages on our telephones. Unsolicited information and material may not be treated as confidential and will not be protected by any lawyer-client privilege. Accessing or using this Site does not create a lawyer-client relationship. Although the use of this Site may facilitate access to or communications with members of our firm by e-mail or voicemail, receipt of any such communications or transmissions by any member of Pitblado does not create a lawyer-client relationship, unless a member of our firm agrees to represent you.

11. No Warranty

Use at Your Own Risk: Access to the Site is provided "as is" and without warranties of any kind, either express or implied. By accessing and using the Site, you acknowledge and agree that it is entirely at your own risk.

NO WARRANTY: Although we have made reasonable efforts to ensure that the materials contained on this Site are accurate, WE DO NOT MAKE OR GIVE ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO UNINTERRUPTED OR ERROR FREE TRANSACTIONS, PRIVACY, SECURITY, MERCHANTABILITY, QUALITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A

PARTICULAR PURPOSE, OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE.

Third Party Information: We are not responsible for any materials or information on the Site or any linked site that you may find offensive, undesirable or objectionable. Further, we specifically disclaim any responsibility or liability for the accuracy, completeness, correctness, timeliness or usefulness of third party information.

12. Limitation of Liability, Release and Indemnity

THIS SECTION LIMITS OUR LIABILITY TO YOU AND PROVIDES FOR A RELEASE AND AN INDEMNITY, FROM YOU, IN FAVOUR OF US. PLEASE READ IT CAREFULLY.

NO LIABILITY FOR LEGAL ADVICE: THE INFORMATION PROVIDED ON THE SITE IS NOT LEGAL ADVICE AND SHOULD NOT BE RELIED UPON AS SUCH. DOING SO WITHOUT SEEKING THE ADVICE OF LEGAL COUNSEL CONSTITUTES A MISUSE OF THE INFORMATION. PITBLADO LLP AND ITS PARTNERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS AND AFFILIATES (AND THE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF SUCH AFFILIATES) WILL HAVE NO LIABILITY FOR ANY DAMAGE ARISING FROM THE MISUSE OF ANY INFORMATION PROVIDED ON THE SITE.

LIMITATION OF LIABILITY: WE SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL OR SPECIAL DAMAGES, ARISING DIRECTLY OR INDIRECTLY FROM: (A) ANY BREACH OF THIS AGREEMENT, FUNDAMENTAL OR OTHERWISE; OR (B) ANY OF OUR NEGLIGENCE, ACTS OR OMISSIONS; OR (C) ANY PROVISION, DUTY OR REQUIREMENT OF ANY STATUTE; OR (D) ANY DUTY AT LAW OR IN EQUITY.

RELEASE: YOU AGREE TO RELEASE, REMISE, ACQUIT AND DISCHARGE US FROM ANY CLAIMS, ACTIONS, DEMANDS, COSTS AND EXPENSES OF ANY KIND WHATSOEVER, WHETHER IN CONTRACT, NEGLIGENCE OR TORT, AT LAW OR IN EQUITY, OR BY STATUTE OR OTHERWISE, HOWSOEVER CAUSED, WITH RESPECT TO YOUR USE OF, OR OUR OPERATION OF, THE SITE.

INDEMNITY: YOU AGREE TO INDEMNIFY, SAVE AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIMS, ACTIONS, DEMANDS, JUDGMENTS, AWARDS, DECLARATIONS, ORDERS, SETTLEMENTS, DAMAGES (INCLUDING GENERAL, SPECIAL, PUNITIVE, AGGRAVATED OR EXEMPLARY DAMAGES), LIABILITIES, LOSSES, COSTS, CHARGES, INTEREST AND EXPENSES, OR PROCEEDINGS OF ANY KIND WHATSOEVER WHICH MAY BE INITIATED OR PRESENTED BY ANY OTHER PERSONS, INDIVIDUALS OR OTHER LEGAL ENTITIES, AND WHICH ARISE DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU HEREBY AGREE TO PAY ALL COSTS, FEES AND EXPENSES, ON A SOLICITOR AND OWN CLIENT BASIS, WHICH MAY BE INCURRED BY US, RELATING TO YOUR USE OF THE SITE.

FOR THE PURPOSE OF THIS **SECTION 12**, THE TERMS "WE", "US" AND "OUR" SHALL INCLUDE OUR AFFILIATES AND OURS AND OUR AFFILIATES' RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS.

13. Conflict of Laws

Application of Manitoba Laws: We are physically located within the Province of Manitoba, Canada. This Agreement will be governed by the laws of the Province of Manitoba and the laws of Canada applicable therein and shall be treated in all respects as a Manitoba contract, without reference to the principles of conflicts of law. In the event of a dispute, you agree to submit to the exclusive jurisdiction of Manitoba's courts.

Laws Excluded: We expressly exclude the UN Convention on Contracts for the International Sale of Goods, and *The International Sale of Goods Act* (Manitoba), C.C.S.M. c. S11, as amended, replaced or re-enacted from time to time.

Waiver of Rights: You agree to waive any right you may have to: (a) a trial by jury; and (b) commence or participate in any class action against us related to your use of the Site, the exchange of electronic documents between us or this Agreement and, where, applicable, you also agree to opt out of any class proceedings against us or our licensors.

Agreement in English: The parties hereto have required that this Agreement and all documents relating thereto be drawn up in English. Nous avons demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

14. International Matters

Unless otherwise specified, the Site is presented solely for the purpose of promoting products and services available in Canada. We make no representation that the Site, the Content and all other materials on the Site are appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

15. Force Majeure

We will not be liable for failure or delay in our performance of our obligations under this Agreement due to any cause beyond our reasonable control, including, but not limited to: (a) acts of God; or (b) failure or disruptions in third-party-controlled or operated communications facilities; or (c) worms, viruses and other disabling or disruptive software, communications or files.

16. Privacy

We respect your privacy and the security of your personal and financial information. By accessing and continuing to use the Site, and by providing personally identifiable information to us through the Site, you are indicating your acceptance to be bound by the terms and conditions of our [website privacy policy](#) (the "**Website Privacy Policy**"). If you do not accept the terms and conditions set forth in the Website Privacy Policy, please do not access or use the Site or provide personally identifiable information to us, through the Site.

17. Termination

Suspension of your Use of the Site: If you breach any provision of this Agreement, you may no longer use the Site. We may at any time and for any reason, with or without cause, and in our sole discretion, immediately suspend or terminate (in whole or in part) your permission to use the Site, all without any notice or liability to you or any other person.

Survival: The provisions of **Sections 3, 8, 9, 11, 12, 13** and this **Section 17** shall survive termination of this Agreement.

18. Miscellaneous

Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. We may assign this Agreement without restriction.

19. Our Contact Information

If you have any questions about this Agreement, or the Site generally, please contact us at:

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