

Website Terms and Conditions

The following describes the terms on which 2398570 Ontario Inc. ("PiinPoint") offers you access to this website.

1. Acceptance of Terms

By accessing, browsing and/or using this site, you acknowledge that you have read, understood and agree to abide by and comply with these Website Terms and Conditions. PiinPoint reserves the right, in its discretion, to update or revise these Website Terms and Conditions and to post such updates on this site. **Please check these Website Terms and Conditions periodically for changes. Your continued use of this site following the posting of any changes to the Website Terms and Conditions constitutes acceptance of those changes.**

2. Use of this Site

PiinPoint grants you a limited license to visit, browse, access and use this website in accordance with the terms and conditions of this Agreement.

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- E. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available to you through this site.
- F. You will ensure that your use, or the use of any third party through you, of this website and the services on this website does not interfere with, degrade, or adversely affect any PiinPoint software, system, network or data or that of any other users of this website. You and anyone obtaining access to this website or this website's services through you will not post or transmit any harassing, abusive, libelous, illegal, deceptive or otherwise offensive messages or information whatsoever.
- G. You and anyone obtaining access to this website through you will not use this website or any contents thereof to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious acts.
- H. You shall not use, nor permit others to use, this site in a manner or for a purpose contrary to these Website Terms and Conditions.
- I. You may only use the services offered through this website if you have agreed to the User Agreement located at the following link: www.piinpoint.com/termsandconditions. PiinPoint makes every effort to obtain

your agreement to the User Agreement prior to providing the services to you. However, if for any reason you have not physically indicated your agreement to the terms and conditions of the User Agreement, you are nevertheless, by using the services, deemed to have agreed to the terms and conditions contained in the User Agreement.

3. International Use

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4. Privacy

PiinPoint is committed to protecting your privacy. Your personal information will be handled in accordance with PiinPoint's Privacy Policy. To view PiinPoint's Privacy Policy, please visit the following link: www.piinpoint.com/privacy. Notwithstanding the foregoing, PiinPoint reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request. You agree that PiinPoint may place a cookie or other small text file on any computer from which you access this site or the services.

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9. Indemnification

Upon reasonable request by PiinPoint, you agree to defend, indemnify, and hold harmless PiinPoint and its employees, contractors, officers, and directors from all liabilities, claims, and expenses (including attorney's fees) that arise from your use or misuse of this website, your non-compliance with these Website Terms and Conditions, or your violation of any third-party rights. PiinPoint reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with PiinPoint, at your expense, in asserting any available defences.

10. Suggestions Submitted by You.

If you submit suggestions relating to this site or PiinPoint's business operations, you are, by submitting your suggestion, consenting to PiinPoint's use of your suggestion, and providing PiinPoint with the worldwide, royalty-free rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your submitted information; and to publish any contact information you approve of in connection with your submitted information. You are also, by submitting the suggestion, warranting and representing that you own or otherwise control all of the rights to any information submitted by you to PiinPoint through this site or otherwise, including, without limitation, all the rights necessary for you to provide, post, upload, input or submit your submitted information. No compensation will be paid with respect to the use of your submitted information. PiinPoint is under no obligation to post or use any information you may provide and PiinPoint may remove any such information at any time in its sole discretion.

11. Violation of Terms and Conditions of Use and Termination

Where feasible (in PiinPoint's sole discretion), PiinPoint will advise you of any inappropriate behaviour on your part and any necessary corrective action. However, if this site or any PiinPoint services are used in a way in which PiinPoint, in its sole discretion, deems to violate these terms and conditions of use, PiinPoint or its agent may take any responsible actions they deem appropriate. Such action may include, but is not limited to, temporary or permanent removal of content or filtering of Internet transmissions. PiinPoint shall not be liable in any way for any such responsive actions. The above-described actions are not PiinPoint's exclusive remedies and PiinPoint may take any other legal, equitable or technical action it deems appropriate.

PiinPoint reserves the right to investigate suspected violations of these terms and conditions of use. You hereby authorize PiinPoint to cooperate with (1) law enforcement authorities in the investigation of suspected criminal violations and (2) system administrators at Internet service providers, networks or computing facilities in order to enforce these terms and conditions of use.

Notwithstanding the foregoing, PiinPoint reserves the right to revoke your authorization to visit, browse, access and use this website at any time without notice. All restrictions herein shall survive the termination of your right to visit, browse, access and use this website.

12. General Provisions

These terms and conditions are governed by the laws of the Province of Ontario, Canada, without regard to conflict of laws provisions, and you agree to submit to the exclusive jurisdiction of the courts located in the Province of Ontario, Canada. The parties expressly agree that neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to these terms and conditions of use or to any contracts relating to goods or services obtained through this site. If any part of these terms and conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms and conditions shall continue in effect. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express will of the parties that this agreement and all related documents have been drawn up in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.

13. Contact

If you have any questions regarding these Website Terms and Conditions or intellectual property matters, or if you have any legal concern relating to PiinPoint or its business, please contact PiinPoint at:

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