
MakeShift **Terms of Service**

Updated: April, 2024

1. Acceptance of Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT INCLUDES LEGAL OBLIGATIONS AND INDEMNITIES THAT YOU ACCEPT AND AGREE TO. THIS AGREEMENT LIMITS YOUR LEGAL RIGHTS.

The following terms and conditions are a binding and enforceable legal contract and agreement ("Agreement") between you and AppColony Inc. d/b/a ("Makeshift", "AppColony", "we", "us", "our", etc.). This Agreement sets out the terms and conditions applicable to all products and services, including any and all of Our Content (as defined below), websites, web pages, and software as a service offered, marketed, delivered, provided or made accessible by us (collectively, the "Services"). References to the Services will include Our Content unless the context requires otherwise.

This Agreement includes any and all operating rules or policies, including but not limited to our [Privacy Policy](#) that may be posted from time to time on any of our websites, including but not limited to our website located at <http://www.makeshift.ca>, or on any Makeshift mobile application from time to time, all of which are hereby incorporated by reference into this Agreement. This Agreement shall be in addition to any specific end user license agreement you may enter into and applies to the subject matter of all such end user license agreements between you and us. In the event of any inconsistency or conflict between any such end user agreement and this Agreement, this Agreement shall take priority to the full extent of any such inconsistency.

This Agreement governs any and all access to or use by you of any and all of the Services. While you may be asked to confirm your acceptance of this Agreement by mechanisms or devices including clicking on-screen icons such as "Agree" or "Accept", your access to or use of the Services shall in any event confirm that you have read, understand, accept and agree to be bound by this Agreement. You may only create an Account (defined below) or access or use the Services after reading and accepting all the terms and conditions of this Agreement.

Your use of the Services is conditional on and subject to your unconditional acceptance of this Agreement. **If you are not willing to be bound by each and every term and condition of this Agreement, or if you violate any of the terms or conditions of Agreement, or if any representation made by you to us in this Agreement or otherwise is not true, you may not use, and must cease using, the Services.**

Violation of any of the terms or conditions of this Agreement may result in the termination of your Account and/or access to the Services, or of this Agreement. You understand and agree that we cannot be responsible for the Content posted on the Services and you nonetheless may be exposed to such Content, and you may consider it offensive. You agree to use the Services at your own risk.

2. Amendments to this Agreement.

We reserve the right to update, modify and amend this Agreement at any time and in our sole discretion without prior notice. We will update the date at the top of this page, when we make a change. It is your responsibility to verify if any changes have been made. However, in the event of any material changes, we will notify you by posting a prominent notice on the Services and contacting you at the last email we have on file for you. Continuing to access or use the Services following any such notice, updates or changes constitutes your acceptance of and agreement to all such updates or changes.

3. Legal Capacity and Authority.

(a) By accepting this Agreement or using the Services, you warrant, represent that the following statements are true, accurate and complete:

- You have reached the age of majority in your jurisdiction of residence, or if you are a minor, your parent or legal guardian has approved your participation in the Services and has read and agreed to this Agreement on your behalf;
- You have read, understand and agree to be bound by this Agreement;
- You are fully able and competent to enter in to the terms, conditions, obligations, affirmations, representations and warranties set forth in this Agreement;

(b) If you are using the Services on behalf of a corporation or other organization, you represent and warrant that you have full legal authority and capacity to enter into this Agreement on behalf of such organization and bind it to this Agreement. All references to “you” throughout this Agreement will include such organization, jointly and severally with you.

(c) Minors. Minors must not use the Services for any purpose without permission from their parent or guardian. In the event that you a minor uses the Services for any such purpose, the parent or guardian of such minor is fully responsible for: (a) the conduct of that minor on the Services; (b) controlling the minor’s access to and use of the Services; and (c) the consequences of any misuse of the Services by the minor.

4. Proprietary Rights.

(a) Content. "Content" means all visual, audible or perceivable materials and content, including written content, text, editorial content, graphics, processes, audiovisual materials, multimedia elements, photographs, illustrations,

designs, logos, videos, music, sound recordings, flash animation, reports, documents, records, software, information, formulae, patterns, data, object code, source code, technologies, trademarks, service marks, URL's, domain names, trade dress, get up or distinguishing guise and any other work, whether proprietary or subject to copyright or not.

(b) Third-Party Content. Content accessed or available through the Services or the Internet may be owned by parties other than you or us (collectively, "Third Party Content") and may be subject to or protected by applicable copyrights, trade-marks, patents, trade secrets or other proprietary rights owned by or licensed to third parties. Nothing in your use of the Services or this Agreement grants you any right, title or interest in or to Third Party Content except for the limited right to use the Services as set out in this Agreement.

(c) Our Proprietary Rights and Title. Except where expressly stated otherwise, all right, title and interest in and to the Services and to all our Content forming any part of the Services ("Our Content") is wholly owned and fully vested in us, our licensors or our suppliers and is protected by applicable copyright, trade-mark, invention, patent, trade secret or other proprietary rights and laws. All trademarks, service marks, and trade names on or with respect to the Services are trademarks or registered trademarks of us or of their respective owners. You agree that Our Content is licensed for your use conditional on and subject to the terms and conditions of this Agreement, including all disclaimers and limitations of liability herein. Nothing in your use of the Services or this Agreement grants you any right, title or interest in or to the Services or Our Content except the limited right to use the Services or our Content as set out in this Agreement. This Agreement is for licenses and services and is not a sale of goods, and you do not own or have any proprietary right in or to the Services or Our Content. Without limitation, unless otherwise expressly authorized by us in writing, you agree not to

(i) copy, modify, deep link, rent, lease, loan, sell, assign, sublicense, grant a security interest in or otherwise transfer any right or interest in Our Content;

(ii) modify, reproduce, retransmit, distribute, disseminate, sell, publish, reverse engineer, create derivative works or other derivations of, broadcast, circulate or in any way exploit any of the Services or Our Content to anyone without our express prior written consent;

(iii) reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to discover the source code of the Services or Our Content;

(iv) remove any proprietary notices or labels on or in the Services or Our Content; or

(v) allow any other person or entity to engage in any of the foregoing.

Any unauthorized reproduction or redistribution of the Services and Our Content is expressly prohibited and may result in civil and criminal penalties. Violators of our rights will be prosecuted to the full extent of the law.

(d) Your use of the Services as an end user is governed by this Agreement, including all other policies, notices, licensing and legal documents that you, as the end user are consenting to/agreeing to, by use of the Services.

(e) If you do not consent to, or not accept or disagree with any of the terms of the terms and conditions in this Agreement, you must cease all use/utilization of the Services immediately.

(f) Your Content. We do not claim ownership of any Content that you post, upload, input, provide, submit or otherwise transmit to us, or any third party, using the Services (collectively, "Your Content"); however, by posting, uploading, inputting, providing, submitting, entering or otherwise transmitting Your Content to us or any third party using the Services, you agree, without limitation, to the following terms and conditions:

(i) License to Us. You grant to us a royalty-free, non-exclusive, worldwide, fully paid-up limited and non-exclusive license to use, copy, distribute, transmit, display, edit, delete, publish and translate Your Content to the extent

reasonably required by us to provide the Services to you and our other customers or to ensure compliance with or to enforce this Agreement,

(ii) Your Representations and Warranty to Us. You confirm, represent and warrant to us that you have all rights, titles and interests, as well as the power and authority necessary, to grant the license to Your Content set out above, and

(iii) Identity. You permit us to publish your name, and anyone else's name associated/connected with Your Content on the Services.

(g) Responsibility for Your Content. You acknowledge and agree that you are exclusively responsible and liable for determining the accuracy, suitability, harmfulness or legality of Your Content.

(h) Compensation for Your Content. You will not receive compensation for Your Content.

(i) Advertising. We shall have the right, without notice, to insert advertising data into the Services, so long as this does not involve our transmission of any of your personal information in contravention of our Privacy Policy.

(j) Feedback. All right, title and interest in and to comments, ideas, suggestions and impressions of the Services given by you to us (collectively, "Feedback") is and shall be deemed to be our property and, by submitting Feedback to us, you agree that you thereby assign to us all right, title and interest to such Feedback to us.

(k) Public Transmission and Caching. You acknowledge and agree that the technical processing and transmission of the Services, including Your Content and other Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices, and that such Content may be subject to "caching" or other technical processing or transmission policies and procedures by us or at intermediate locations on the internet.

(l) Deletion of Your Content. If you delete the Account to which Your Content is connected, or terminate this Agreement or any agreement or sub-agreement with us, you acknowledge and agree that we may retain a copy or copies of Your Content for archival or compliance purposes or to otherwise provide the Services, and your license to us as set out above shall survive any deletion of Account or termination.

(m) No Obligation to Post Your Content. We have no obligation to post or use any of the Your Content.

(n) Right to Remove Your Content. We have the right at any time, and from time to time, to remove Your Content, or any portion thereof, from the Services at our discretion, and without any liability or payment of compensation or damages to you.

(o) Limitations on Usage. Materials uploaded to or transmitted via the Services may be subject to limitations on usage, reproduction and/or dissemination, and you are responsible for adhering to all such limitations.

(p) Compliance and Complaints. We do not have any obligation to censor or review any of Your Content, to censor or review any Third-Party Content or to monitor use of the Services. However, you agree that we may, without notice or liability, disclose to third parties any of your information or Your Content (subject to our Privacy Policy), monitor use of the Services and monitor, review and retain Your Content if we believe that such activity is reasonably necessary to provide the Services to customers, ensure adherence to or enforce this Agreement, comply with any laws or regulations, respond to any allegation of illegal conduct or claimed violation of third party rights, or protect us or others. If we receive a complaint relating to use of the Services by you, you acknowledge and agree that we may, in our sole and absolute discretion and without notice or liability, investigate the complaint, restrict, suspend or terminate any service involved, or remove Your Content from our servers and the Services.

5. Privacy

By using the Services, you acknowledge and agree that you have read our Privacy Policy and that you consent to the collection, use, and disclosure of your personal information in compliance with our Privacy Policy, found [here](#).

6. Registration and Membership

(a) In order to enjoy all the benefits of the Services, you must register and become an administrative member or an individual member (as defined below) of the Services. You may visit a website or mobile application of the Services without registering. An initial account will be created by us for each user account (an “Initial Account”). This Initial Account is an administrative account created for all accounts, including individual accounts and administrative accounts (as defined below).

(b) To register and create an individual account, you must do the following: (a) provide the name of the Administrative Account you are registering your individual account under; (b) complete the individual user registration form; (c) provide us with your valid email address; and (d) create a password (an “Individual Account”). Once you have submitted this information you become an individual member (an “Individual Member”) of the Services. All information you provide to register is subject to the terms and conditions of this Agreement and our [Privacy Policy](#).

(c) An administrative user designated by your company or organization will have control over your Individual Account (the “Administrative User”). The Administrative User of the Services is authorized to set up a general account for the Services (an “Administrative Account”) for your company or organization.

(d) To register and create an Administrative Account you must do the following: (a) complete the Administrative User registration form; (b) provide us with your valid email address; (c) create a password; and (d) provide payment information for your Administrative Account identifying you as an Administrative User of the Services. Once you have submitted this information you become an administrative member (an “Administrative Member”).

All information you provide to register is subject to the terms and conditions of this Agreement and our [Privacy Policy](#).

(e) The Administrative Account will hold and control each Individual Account for your company or organization. The Administrative User will have authority regarding the administration of your Individual Account. For example, the Administrative User may determine who can create and register an Individual Account, number of Individual Accounts, and set the options and restrictions for each Individual Account.

(f) The Administrative user for your account shall have full control over your Individual Account. This means that the Administrative User shall have the right to:

- (i) terminate, close or alter your individual Account at any time; and
- (ii) to request and receive computer and user information related to your Individual Account.

7. Your Account and Account Use.

Administrative Account and Individual Account are collectively referred to herein as an "**Account**".

By using the Services, you understand and agree that even if you are not paying for a subscription, you are subject to these terms of this Agreement at all times when using our Services.

The Services is an account-based service. As such you must adhere to the following:

- (a) Responsibility.

The individual user, you, are solely responsible for

(i) your Account and the maintenance, confidentiality and security of your Account and all passwords related to your Account, and

(ii) any and all activities that occur under your Account, including all activities of any persons who gain access to your Account with or without your permission

(b) Notification. You agree to immediately notify us of

(i) any unauthorized use of your Account, any service provided through your Account or any password related to your Account, or

(ii) any other breach of security with respect to your Account or any service provided through it, and

(c) Assistance. You agree to provide assistance to us, as requested, to stop or remedy any breach of security related to your Account. In no event will we have any liability for any loss or damages that may occur due to the unauthorized or authorized use of your Account or password, with or without your knowledge;

(d) Accuracy. You agree to provide true, current, accurate and complete Account information as requested by us or our agents from time to time and you agree to promptly notify us of any changes to this information as required to keep such information held by us current, complete and accurate. You agree to not use any other person's Account at any time, unless you have received direct written consent from the other Account holder.

We may suspend or deactivate your account at any time if we believe in our sole discretion that you are in breach of the terms set out in this Agreement.

8. Administrative Member Billing and Payments.

(a) **Paying By Credit Card.** Unless otherwise specified by us or agreed with you in a separate contract, you shall pay for access to the Services by credit card. When you become an Administrative Member, we will save your payment information and charges which will automatically be charged to your saved card, unless you notify us prior to such charges being made. We accept the following credit cards: American Express, VISA, and MasterCard.

(b) **Third Party Charges.** We are not responsible for any fees or charges your bank or credit card issuer may apply. If your credit card issuer reverses a charge to your credit card, we may bill your account directly and seek payment by any other method we may choose;

(c) **Monthly Dues.** Unless otherwise specified by us or agreed with you in a separate contract, you agree that, as an Administrative Member, you will be charged at the frequency specified at the time of purchase based on your purchased package, in accordance with and subject to this Agreement.

(d) As an Individual Member, you shall not be billed for using the Services or be required to make payments relating to the use of the Services.

9. Newsletters and Promotions.

As an Administrative Member or as an Individual Member (collectively referred to herein as a "Member"), you may be asked if you want to consent to receive monthly newsletters and emails promoting any special offer(s), including third party offers. If you consent, you may withdraw that consent at any time.

10. Acceptable Use and Prohibitions.

(a) **Acceptable Use (Things You Can do).** The Services contain message or communication facilities designed to enable you to communicate with others. You agree to use the Services only to post, send, and receive messages and material and Your Content that are not prohibited under this Agreement or under applicable laws, legislation and regulations.

(b) **Lawful Use (Things You Must Do).** You will ensure that

(i) you only use the Services for lawful purposes, and

(ii) if at any time you become aware of any violation, by any person or entity, of any part of this Agreement, you will immediately notify us and provide us with assistance, as requested, to stop or remedy such violation.

(c) **Prohibited Conduct (Things You Must Not Do).** Without limiting the generality of any other restriction in this Agreement, you agree that you will not, in connection with the Services, directly or indirectly do or permit any of the following:

(i) modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from the Services;

(ii) engage in contests, pyramid schemes, chain letters, spamming, or any duplicative or unsolicited messages (commercial or otherwise);

(iii) post, upload, reproduce, distribute or otherwise transmit any Content that

(A) constitutes unauthorized or unsolicited commercial communications, junk or bulk communications or other "spam" (whether or not using e-mail services, including instant messaging, blog or comments) or is otherwise duplicative or unsolicited,

(B) contains a virus, cancelbots, corrupted files, trojan horse, worm or other harmful, disruptive, malicious or surreptitious software or program that may damage the operation of another computer or property of another,

(C) is defamatory, infringing, or unlawful,

(D) is inappropriate, profane, obscene, or includes indecent materials or information without suitable or lawfully-required access controls (which controls shall in no event be our responsibility),

(E) gives rise to civil liability, or otherwise violates the rights or assists others to violate the rights of us or any third party, such violations including engaging in copyright infringement, invasion of privacy, trademark infringement or defamation, or

(F) scans or probes another computer system, obstruct or bypass computer identification procedures or engage in unauthorized computer or network trespass without the express permission of the owners of such computer systems,

(G) forges headers, "spoofs", or otherwise manipulates any protocols or identifiers used in any system or protocol in such a manner to disguise the origin of any data or Content transmitted using the Services, or

(H) impersonates or falsely represents your association with any person, including a representative of us;

(iv) extract, gather, collect, or store Personal Information about others, including email, from the Services for any purpose, other than as permitted by this Agreement;

(v) attempt to gain unauthorized access to the Services, other Accounts, computer systems, or networks connected to the Services through hacking, password mining or any other means;

(vi) attempt to gain materials or information through any means not intentionally made available through the Services;

(vii) use the Services in any manner which could damage, disable, overburden, or impair the Services, the networks connected to the Services, or interfere with any other party's use and enjoyment of the Services;

(viii) violate any code of conduct or other guidelines which may be applicable to the Services;

(ix) violate any applicable laws or regulations;

(x) use, download, or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof;

(xi) download any file posted by another user of a communication service that you know, or reasonably should know, cannot be legally distributed in such a manner;

(xii) disable or circumvent any access control or related process or procedure established with respect to the Services;

(xiii) advertise or offer to sell or buy any goods or services for any business purpose unless such the Services specifically allow such messages and such messages are permitted under this Agreement; or

(xiv) sublicense, share, resell, reproduce, copy, distribute, redistribute, or exploit for any commercial purposes (except for your internal business purposes), any portion of, use of or access to, any website or mobile application of the Services, except where expressly authorized by us.

(d) No Liability. We do not control or endorse the Content, messages, or information found in or provided or accessible via the Services, and therefore we specifically disclaim any liability with regard to the Services, and any actions resulting from your use of the Services.

(e) Our Remedies. Without limiting any of our rights, we may suspend, restrict or terminate your use of the Services without notice if, in our sole and absolute discretion, we determine or believe that you have violated any of the acceptable use rules set out above or any term or condition of this Agreement.

11. Use of Client Logos and Business Names.

Your use of the Services is your consent to allow us to use your company or organization's business name, trademarks, service marks, logos and designs for our promotional purposes. We shall only use the foregoing as it relates to your use of the Services within the scope of this Agreement.

12. Disclaimers, Service Limitations, Limits of Liability, Indemnities.

IN THIS SECTION, USE OF THE WORD "WE", "US" AND "OUR" INCLUDES MAKESHIFT, APPCOLONY, THEIR PARENTS, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS.

YOUR USE OF THE SERVICES IS SUBJECT TO AND CONDITIONAL UPON THIS AGREEMENT AND YOUR ACCEPTANCE OF AND COMPLIANCE WITH IT. AT OUR EXCLUSIVE DISCRETION, WE MAY CHANGE THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND OPERATION OF THE SERVICES, IN ACCORDANCE WITH SECTION 2 OF THIS AGREEMENT. BY USING THE SERVICES, YOU AGREE TO AND ACCEPT THIS AGREEMENT, INCLUDING ANY MODIFICATIONS WE MAKE, AND FURTHER IRREVOCABLY WAIVE ANY RIGHTS OR CLAIMS YOU MAY HAVE AGAINST US.

CERTAIN ASPECTS OF THE SERVICES MAY BE SUBJECT TO ADDITIONAL POSTED CONDITIONS. YOUR USE OF THOSE ASPECTS OF THE SERVICES IS SUBJECT TO THOSE CONDITIONS, WHICH ARE INCORPORATED INTO

AND FORM PART OF THIS AGREEMENT. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS AGREEMENT AND ANY ADDITIONAL POSTED CONDITIONS, THE PROVISIONS OF THE ADDITIONAL CONDITIONS SHALL TAKE PRIORITY WHERE STATED TO DO SO.

CUSTOMER ACKNOWLEDGEMENT. YOU ACKNOWLEDGE AND AGREE THAT: (i) ALL USE OF THE SERVICES PROVIDED BY US IS EXCLUSIVELY AT YOUR OWN RISK; (ii) THE SERVICES MAY CONTAIN LINKS TO OTHER WEBSITES OR ONLINE RESOURCES OR CONTENT, WHICH ARE PROVIDED SOLELY AS A CONVENIENCE TO YOU AND THE INCLUSION OF ANY SUCH LINK DOES NOT IMPLY ENDORSEMENT, INVESTIGATION OR VERIFICATION BY US OF SUCH WEBSITES, ONLINE RESOURCES OR CONTENT, OR THE INFORMATION CONTAINED THEREIN, NOR ARE WE RESPONSIBLE FOR ANY CHANGES TO OR CONTENT ON SUCH WEBSITES, ONLINE RESOURCES OR CONTENT.

13. SERVICES LIMITATIONS.

(a) The Services depend on the Internet, including networks, cabling, facilities and equipment that is not in our control. We cannot guarantee any minimum level regarding such performance, speed, reliability, availability, use or consistency of the Service, and data, messages, information or materials, including Content, sent over the internet may not be completely private due to circumstances beyond our control, and your anonymity is not guaranteed.

(b) You agree to defend, indemnify, and forever hold us harmless from any and all claims, losses, damages, causes of action, liabilities and expenses (including legal fees on a solicitor and own client basis) related to or arising out of any software malfunctions or website service interruption, including without limitation claims made by third parties related to your use of the Services.

DISCLAIMER OF WARRANTIES.

SOME JURISDICTIONS PROHIBIT THE DISCLAIMER OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OF CERTAIN TYPES OF LIABILITY. IN SUCH CIRCUMSTANCES, TO THE EXTENT THAT SUCH PROHIBITIONS PROHIBIT ANY EXCLUSIONS OR LIMITATIONS IN THIS AGREEMENT, SUCH EXCLUSIONS AND LIMITATIONS WILL NOT APPLY TO YOU STRICTLY TO THE EXTENT NECESSARY TO MAKE THIS AGREEMENT CONSISTENT WITH SUCH PROHIBITIONS.

WE MAKE NO CONDITIONS, WARRANTIES OR REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, USABILITY, SECURITY, QUALITY, CAPACITY, PERFORMANCE, AVAILABILITY, TIMELINESS OR ACCURACY OF THE SERVICES, THE CONTENT OR ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY US, OR THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVERS THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE EXPRESSLY DISCLAIM ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM A COURSE OF DEALING OR CUSTOM OF TRADE, OR BY COURSE OF PERFORMANCE, IN EQUITY OR AT LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE AND NON-INFRINGEMENT, OR COMPLIANCE WITH ANY DESCRIPTION.

THE SERVICES ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED.

WE GIVE NO REPRESENTATION, WARRANTY OR CONDITION THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR, BUG OR VIRUS FREE, OR NOT SUBJECT TO FORCE MAJEURE, AND WE SHALL NOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY OR BY ANY MEANS, EITHER DIRECTLY OR INDIRECTLY, FOR ANY COMMUNICATIONS DIFFICULTIES, ACCESS DELAYS, ANY INTERRUPTION AND/OR DATA DELIVERY, NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION, OR EVENTS CAUSING, OR ALLEGED TO CAUSE, ANY LOSS OR DAMAGE TO YOU, OR FAILURE TO ACHIEVE ANY ANTICIPATED REVENUE, PROFIT OR SAVINGS.

YOU MAY BE EXPOSED TO CONTENT THAT YOU FIND OFFENSIVE, INDECENT, OR OBJECTIONABLE OR THAT IS INACCURATE, AND YOU ACCEPT ALL RISKS ASSOCIATED WITH ACCESSING, RELYING ON OR USING THAT CONTENT. WE HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO REMOVE ANY CONTENT THAT MAY, IN OUR SOLE DISCRETION, VIOLATE THIS AGREEMENT OR THAT IS OTHERWISE OBJECTIONABLE.

NO LIABILITY TO YOU

BY VIEWING, ACCESSING, AND/OR USING THE SERVICES, AND BY ACCEPTANCE OF THIS AGREEMENT, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY ECONOMIC LOSS, COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE OR DOWNTIME, LOSS OF TIME, DATA, GOODWILL, REVENUES, PROFITS, OR SAVINGS; OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM YOUR USE OF THE SERVICES, ALL REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL LIABILITY FOR ANY REASON WHATSOEVER RELATED TO USE OF THE SERVICES SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR USE OF SERVICES (DURING THE LAST TWELVE (12) MONTHS) OR TEN CANADIAN DOLLARS (\$10 CAD), WHICHEVER IS GREATER.

INDEMNIFICATION

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES) RELATED TO OR ARISING OUT OF YOUR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION CLAIMS MADE BY THIRD PARTIES RELATED TO YOUR CONTENT, YOUR USE OF THE SERVICES, AND USE OF THIRD PARTY SITES ACCESSIBLE FROM THE SERVICES.

USE OF THE SERVICES. USE OF THE SERVICES IS SUBJECT TO EXISTING LAWS AND LEGAL PROCESS. NOTHING CONTAINED IN THIS AGREEMENT SHALL LIMIT OUR RIGHT TO COMPLY WITH GOVERNMENTAL, COURT, AND LAW ENFORCEMENT REQUESTS OR REQUIREMENTS RELATING TO YOU AND YOUR USE OF OUR SERVICES.

14. Survival.

All obligations and rights that by their nature are intended to survive termination or expiration of this Agreement will survive the actual or purported termination or expiration this Agreement.

15.

Without limitation of any other term or condition of this Agreement, and for greater certainty, you hereby agree to indemnify, defend and forever hold us, including AppColony, Makeshift, and our affiliated and associated companies, and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns from and against all claims, losses, expenses, damages, and costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages, reasonable legal fees on a solicitor-client basis), resulting from or arising out of (i) a breach of this Agreement, (ii) Your Content posted on the Services, (iii) the use of the Services by you or any person using your Account, username and password, or (iv) any violation by you of any rights of a third party.

16. Waiver of Rights and Remedies.

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and the failure by us to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

17. Termination/Access Restriction.

Notwithstanding any legislation to the contrary, we reserve the right, in our sole discretion, to terminate your access to the Services and related services or any portion thereof at any time, for any reason whatsoever. Upon termination of the Services, your right to use the Services immediately ceases. We shall have no obligation to maintain any of Your Content or to forward any unread or unsent messages to you or any third party.

18. Cancellation and Termination.

You may terminate this Agreement in accordance with any subscription agreement or other agreement in place relating to the provision of the Services to you or in accordance with any written authorization from us for termination that we provide after you provide us with a written request for termination.

The Account owner is responsible for cancelling your Account, and can cancel the Account by contacting us directly. Once you cancel your Account you will lose access to all of Your Content, and we preserve the right to delete all such Content in the normal course of operation. Your Content cannot be recovered once your Account is cancelled.

19. Governing Law.

You may not use the Services if the law of your location of residence or domicile prohibits you from doing so. The Agreement and your use of the Services shall be governed by and construed under the laws of the Province of Alberta, Canada, and the federal laws of Canada applicable in Alberta, without regard to principles of conflict of laws. Any disputes will be litigated before the courts of the province of Alberta, sitting at Calgary. We have the right, but not the obligation, to refer any dispute between you and us to mediation or binding arbitration. Should we elect to refer any dispute between you and us to arbitration, you agree to be bound by such arbitration. You agree to not commence any litigation against us in any jurisdiction other than Alberta or the Federal Court of Canada, and you agree to not commence any litigation against us by way of class proceedings, or to join any such class proceedings commenced by any third party.

Some jurisdictions may prohibit this provision. To the extent that such provision is prohibited in your jurisdiction, it will not apply to you strictly to the extent necessary to make this provision consistent with such prohibition.

20. Assignment and Enurement.

We may at any time assign our rights and obligations under this Agreement, in whole or in part, without notice to you. You may not assign this Agreement without our prior, written consent. This Agreement will enure to the benefit of and bind you and us and our respective personal and legal representatives, heir, executors, successors and permitted assigns.

21. No Agency.

Our relationship is that of independent contractors, and no agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended or created by this Agreement or your use of the Services.

22. Force Majeure.

Neither party shall be responsible for a failure to fulfil its obligations under this Agreement or for delay in doing so if such failure or delay is due to circumstances beyond its reasonable control, such as acts of nature, acts of government, war, riots, strikes and accidents in transportation, but excluding a lack of financing, cash or credit.

23. Severability.

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

24. Entire Agreement.

This Agreement, as amended from time to time, including any and all documents, websites, rules, terms and policies referenced herein, constitutes the entire agreement between us and you with respect to the matters referred to in this Agreement and supersedes all prior and contemporaneous agreements and understandings, whether electronic, oral or written, between us and you with respect to such matters.

25. English Language.

The parties to this Agreement declare that it is their express wish that this Agreement and all related documents be drawn up in English. Les parties aux présentes déclarent que la présente convention, ainsi que tous les documents qui s’y rattachent, sont rédigés en anglais selon leur volonté expresse.