



TERMS AND CONDITIONS OF USE

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These terms and conditions of use ("Terms") apply exclusively to your access to, and use of, the GoPage application (the "Application"), a product of GoPage Corporation ("Company"), and the information and other services provided on the Application (the "Services"). If you are using the Application on behalf of any person (and for the purposes of these Terms, "person" includes natural persons and any type of incorporated or unincorporated entity), you represent and warrant that you are authorized to accept these Terms on such person's behalf, and that such person agrees to indemnify you and Company for violations of these Terms.

Each time you use the Application you signify your acceptance and agreement, and the acceptance and agreement of any person you purport to represent, without limitation or qualification, to be bound by these Terms as they then read.

The Application may be accessed and used only by individuals who can form legally binding contracts on their own behalf and on behalf of the persons they represent, and who have accepted these Terms.

These Terms are in addition to and supplement any other written agreements you may have with Company, or its subsidiaries or affiliates, for products, services or otherwise. These Terms will govern regarding access to and use of the Application, and the other agreements will govern regarding all other matters.

Company reserves the right to change or modify any of the terms and conditions contained in these Terms or any policy or guideline of the Application, at any time and in its sole discretion. Any changes or modifications will be effective immediately upon the release of any updates of the Application. Your continued use of this Application following any updates, changes or modifications will constitute your acceptance of such changes or modifications. Although we will attempt to notify you when major changes are made to these Terms, you should frequently review these Terms and applicable policies from time-to-time to understand the terms and conditions that apply to your use of the Application. If you do not agree to the amended terms, you must stop using the Application.

1. Privacy Policy

Please refer to our Privacy Policy for information on how the company collects, uses and discloses personally identifiable information from its users.

2. Consent to Receive E-mails



By using the Application, you consent to receive e-mails from the Company, which may include commercial e-mails provided such e-mails are in accordance with the Privacy Policy.

The term "E-mails" herein is a catch all title used to cover any and all kinds of electronic messages including Short Message Service (SMS) messages, facsimile (a.k.a. "fax") messaging, push notifications including both Google Cloud Messaging (GCM) and Apple Push Notification Service (APNS) messages, direct messages via any channel including, but not limited to, the types herein and all other types of messages.

3. Copyright and Limited License

Unless otherwise indicated, the Application and all content and other materials on the Application, including, without limitation, the Company logo, and all designs, text, graphics, pictures, reviews, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the "Application Materials") are the proprietary property of Company or its licensors or users and are protected by Canada, U.S. and international copyright laws.

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4. Copyright Complaints

If you believe that any material on the Application infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below. Full Address of Designated Agent to Which Notification of Claimed Infringement Should be Sent:

Timothy W. Murphy, LL.M*
Murphy & Company
Suite 1330, 1075 West Georgia Street
Vancouver, British Columbia
Canada V6E 3C9
Tel: 1 (800) 708-3884
Fax: (604) 648-9308



E-Mail Address of Designated Agent:tmurphy@murphyandcompany.com

We may give notice of a claim of copyright infringement to our users by means of a general notice on the Application, electronic mail to a user's e-mail address in our records, or by written communication sent by first-class mail to a user's address in our records.

5. Trademarks

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6. No Advice, No Client Relationship

Information posted or made available on or through the Application with regards to businesses and their products is provided to Company by businesses and their suppliers.

THE COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND FOR ANY INFORMATION YOU ENCOUNTER ON OR THROUGH THE APPLICATION, AND ANY USE OR RELIANCE ON INFORMATION IS SOLELY AT YOUR OWN RISK.

7. Disclaimers and Acknowledgements Regarding Use of Application Information

The information included in the Application is reliant upon third party data and contributions, that there are certain inherent limitations to the accuracy or currency of such information, that information may be incomplete or may contain inaccuracies (including without limitation any interpretations and reviews of such information and Application Materials, such as business and product information other Information), and that information on the Application may be outdated or contain errors, omissions or misinterpretations of information. You should independently verify the accuracy of any information you obtain on the Application before using it. You agree to be solely responsible for your use of the Application, the Application Materials and the Services.

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Company reserves the right to change any and all content contained in the Application and any Services offered through the Application at any time without notice. Reference to any service providers or organizations, educational institutions, courts, associations, organizations, publications, licenses, accreditations, ratings, evaluations, endorsements, reviews, products, services, processes or other information, by name, trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by



Company.

8. Disclaimers and Limitation of Liability

Company does not accept any liability for your use of the Application. For that reason, the following provisions apply to all matters arising from, connected with or related to the Application:

A) DISCLAIMERS

THE APPLICATION, THE APPLICATION MATERIALS (INCLUDING ANY INFORMATION) AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND INCLUDING WITHOUT LIMITATION IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF OR RELATING TO ACCURACY, ACCESSIBILITY, AVAILABILITY, COMPLETENESS, ERRORS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, PERFORMANCE, QUALITY, RESULTS, SECURITY, SEQUENCE, OR TIMELINESS, ALL OF WHICH ARE HEREBY DISCLAIMED BY COMPANY TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY MAKES NO REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE THAT

(A) THE APPLICATION WILL BE COMPATIBLE WITH YOUR HARDWARE AND RELATED EQUIPMENT AND SOFTWARE;

(B) THE APPLICATION WILL BE AVAILABLE OR FUNCTION WITHOUT INTERRUPTION OR WILL BE FREE OF ERRORS OR THAT ANY ERRORS WILL BE CORRECTED;

(C) THE APPLICATION WILL MEET YOUR REQUIREMENTS;

(D) THE INFORMATION AVAILABLE ON, THROUGH OR CONNECTED WITH THE APPLICATION WILL BE TIMELY, UNINTERRUPTED, SEQUENTIAL, ACCURATE, AUTHENTIC OR COMPLETE;

(E) CERTAIN OR ANY RESULTS MAY BE OBTAINED THROUGH ACCESS TO OR USE OF THE APPLICATION; (F) ACCESS TO AND USE OF THE APPLICATION WILL BE FREE OF VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE OR DISRUPTIVE COMPONENTS AND WILL NOT INFRINGE THE RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; AND COMPANY DISCLAIMS ALL LIABILITY REGARDING SUCH MATTERS TO THE FULLEST EXTENT PERMITTED BY LAW.

THE OPERATION OF THE APPLICATION MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND COMPANY'S CONTROL. APPLICATION OPERATIONS MAY NOT BE CONTINUOUS OR UNINTERRUPTED AND MAY BE SUBJECT TO SECURITY OR PRIVACY BREACHES.

B) LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THESE SITE TERMS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

IN NO EVENT SHALL COMPANY OR ANY OF ITS CORPORATE AFFILIATES, INDEPENDENT CONTRACTORS, SERVICE PROVIDERS OR CONSULTANTS, OR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES AND AGENTS, BE LIABLE TO YOU OR



ANY OTHER PERSON FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH ANY USE OF THE APPLICATION, THE SERVICES, THESE TERMS, THE TERMINATION OF THESE TERMS, THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE APPLICATION, OR YOUR PURCHASE OF ANY PRODUCT AS A RESULT OF YOUR USE OF THE APPLICATION, INCLUDING WITHOUT LIMITATION LOSS OF DATA, BUSINESS, MARKETS, SAVINGS, INCOME, PROFITS, USE, PRODUCTION, REPUTATION OR GOODWILL, ANTICIPATED OR OTHERWISE (INCLUDING WITHOUT LIMITATION BY REASON OF ANY EXPENDITURES, INVESTMENTS, OR COMMITMENTS MADE IN ANTICIPATION OF THE CONTINUANCE OR PERFORMANCE OF THESE TERMS), ECONOMIC LOSS, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL COMPANY EVER BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, LOSS OR INJURY CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OR OPINION OBTAINED FROM THE APPLICATION, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO COMPANY'S RECORDS, PROGRAMS OR SERVICES.

IF, NOTWITHSTANDING THE ABOVE, COMPANY IS LIABLE TO YOU OR ANY OTHER PERSON, THEN THE AGGREGATE LIABILITY OF COMPANY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY OF LIABILITY, SHALL NOT EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO COMPANY FOR ACCESS TO OR USE OF THE APPLICATION OR ANY COMPANY SERVICES.

9. Third Party Content

Company may provide links to Web pages and content of third parties as a service to those interested in such links and content, and Company may post third party content to the Application including without limitation Information (such content is collectively referred to as "Third Party Content"). Company does not monitor or have any control over and is not liable for any Third Party Content or third party Web sites. Company does not endorse or adopt any Third Party Content or third party website and can make no guarantee as to its accuracy or completeness. Company does not represent or warrant the accuracy of any information contained therein and undertakes no responsibility or liability to update or review any Third Party Content or third party websites. Users use these links, Third Party Content and third party websites at their own risk.

THE COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND FOR ANY THIRD PARTY CONTENT YOU ENCOUNTER ON OR THROUGH THE APPLICATION, AND ANY USE OR RELIANCE ON THIRD PARTY CONTENT IS SOLELY AT YOUR OWN RISK.

10. Third Party Services



The Application contains and provides information regarding or links to certain applications and services provided or offered by third parties (collectively the "Third-Party Services"). Company is merely an information provider and is not a referral service, and it does not recommend or endorse any such Third-Party Services or monitor or have any control over such Third-Party Services. Therefore, Company makes no guarantee, representation or warranty of any kinds as to the quality, competency, value, reliability, responsiveness, accuracy or completeness of any such Third-Party Services or the results obtained therefrom, and Company assumes no responsibility or liability for any Third Party Services or for the actions or failure to act of those providing such Third-Party Services. You assume full responsibility for your use of any such Third-Party Services, and Company is not responsible or liable for any Third-Party Services. Without limiting the generality of the foregoing, imagery, information and services from Google Maps is supplied by Google, Inc., and your use thereof is subject to the applicable Google terms of use agreement.

11. Advertisements and Promotions

Company may run advertisements and promotions from third parties on the Application. Your business dealings or correspondence with, or participation in promotions of, advertisers other than Company, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. Company is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such non-Company advertisers on the Application.

12. Indemnification

You agree to defend, indemnify and hold harmless Company, its corporate affiliates, independent contractors, service providers and consultants, and each of their respective directors, employees and agents, from and against any and all claims, demands, damages, costs, liabilities and expenses (including, but not limited to, reasonable legal fees and expenses) arising out of or related to your access to or use of the Application, your inability to access or use the Application, or any wrongful conduct by you or any person for whom you are responsible under these Terms or at law, including without limitation any actual or threatened suit, demand or claim arising out of or relating to your conduct, your violation of these Terms or your violation of the rights of any third party. You will assist and co-operate as fully as reasonably required by Company in the defence of any such claim or demand. This Section 18 applies regardless of any negligence or other fault or wrongdoing (including fundamental breach or gross negligence) by Company or any person for whom Company is responsible, and even if Company has been advised of the possibility of loss or damage being incurred.

13. Applicable Law and Venue

These Terms and your use of the Application shall be governed by and construed in accordance with the laws of the Province of British Columbia applicable to agreements made and to be entirely performed within the Province of British Columbia (even if your use is outside of the Province of British Columbia), without resort to its conflict of law provisions. You agree that with respect to any disputes or claims not subject to arbitration (as set forth below), any action at law or in equity arising out of or relating to



the Application or these Terms shall be filed only in the provincial and federal courts located in British Columbia and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts.

14. Termination

Notwithstanding any of these Terms, Company reserves the right, without notice or liability to you and in its sole discretion, to terminate your license to use the Application, and to block or prevent your access to and use of the Application.

If your permission to access or use the Application is terminated by you or Company for any reason, then these Terms will continue to apply and be binding upon you regarding your prior access to and use of the Application, and anything connected with, relating to or arising therefrom. Without limiting the generality of the foregoing, and notwithstanding any other provision of these Terms, Sections 1, 5, 6, 7, 8, 12, 13, 14 and 15 of these Terms, and all other provisions necessary for their interpretation or enforcement, will survive indefinitely after the termination of your permission to access or use the Application and remain in full force and effect.

15. Severability

If any provision of these Terms shall be deemed 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.

16. Waiver

No consent or waiver by any party to or of any breach or default by any other party in its performance of its obligations under these Terms will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by all parties.

17. All Rights Reserved

Any rights not expressly granted by these Terms are reserved to Company.

For any inquiries, please use the contact form on this website.