

Website Terms of Use

These terms and conditions of use (“**Terms of Use**”) comprise a legal agreement between **DJS VENTURES LTD.**, operating as **NOTIFIED RIGHT** (the “**Company**”) and you, the person accessing and using this website (“**you**”). These Terms of Use set forth the legally binding terms and conditions for the use of the Company’s website at <http://notifiedright.ca/> (the “**Website**”) that is owned, operated and maintained, directly or indirectly, by the Company, and all other sites owned and operated by the Company that redirect to the Website, all subdomains provided through such other site or the Website, and all downloadable applications, features, functionality, content or information that is made available or provided on this Website.

IMPORTANT – READ BEFORE ACCESSING OR USING THE SITE OR ANY SERVICES, SOFTWARE, PROGRAMS, QUESTIONNAIRES, TOOLS, APPLICATIONS, FEATURES OR FUNCTIONALITY AVAILABLE ON OR THROUGH THE WEBSITE (COLLECTIVELY, THE “**SERVICES**”).

BY USING THE WEBSITE YOU ARE DEEMED TO HAVE READ AND ARE INDICATING YOUR ACCEPTANCE OF, AND YOU AGREE TO BE BOUND BY, THE TERMS AND CONDITIONS OF THESE TERMS OF USE WHICH SHALL GOVERN YOUR ACCESS AND USE OF THE WEBSITE.

THE WEBSITE AND SERVICES (AS DEFINED BELOW) ARE FOR INFORMATIONAL PURPOSES ONLY. NOTHING CONTAINED IN THIS WEBSITE IS OR SHOULD BE CONSIDERED, OR USED AS A SUBSTITUTE FOR, PROFESSIONAL FINANCIAL ADVICE OR LEGAL ADVICE. WE ADVISE THAT YOU OBTAIN THE ADVICE OF A QUALIFIED PROFESSIONAL WITH ANY QUESTIONS REGARDING LEGAL OR FINANCIAL ISSUES, AND TO ASCERTAIN THAT THE SERVICES AND WEBSITE ARE APPROPRIATE FOR YOUR USES, AS THERE MAY BE CERTAIN INHERENT OR POTENTIAL RISKS TO USE THE WEBSITE AND THE SERVICES. USE OF THE WEBSITE AND THE SERVICES MAY CAUSE LOSSES TO AN ESTATE THAT THE COMPANY CANNOT PREDICT.

IF YOU DO NOT AGREE WITH ONE OR MORE OF THESE TERMS OF USE YOU MAY NOT ACCESS OR USE THE WEBSITE AND MUST EXIT THE WEBSITE.

In consideration of the mutual promises and agreements contained in these Terms of Use and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), you and the Company agree as follows:

805341392 Purpose and Website Services

The Website is made available to you for the purpose of providing you with the Services, such Services being subject to the acceptance of the terms and conditions of use specific to those Services and all other operating rules, policies, and procedures that may be published on the Website by the Company from time to time (the “**Service Terms**”). In the event of any inconsistency between these Terms of Use and any applicable Service Terms, these Terms of Use shall prevail, but only to the extent of such inconsistency. The Company reserves the right to change the Website or change, eliminate or interrupt any of the Services upon thirty (30) days’ notice and for any reasons whatsoever.

805341393 Membership

The Services are only available to users who purchase a membership (a **Member**). The Services are not intended to be used by any person under the age of eighteen (18) years old. By registering as a Member for the Services, you agree as follows:

- (a) when you register for the Services you agree to provide accurate and complete personal information and other information necessary for registration. The Company relies on this information to provide the content and Services. The Company also relies on this information to ensure its Services are compliant under law, and thus cannot be liable for

any criminal or civil actions against you that may result from you providing false information;

- (b) once you have registered, you will be granted permission to access the Services, and such access shall be subject to the Terms of Use at all times. You may continue to access the Services for a period of one (1) year from the date of payment (the **Term**), provided you continuously comply with the Terms of Use. The Company has the right, at any time, to place certain limits on your account;
- (c) once you have registered for the Services, you hereby consent to receive periodic email communications from the Company, which may include new product and service offers and other Website information (**Member Emails**). You may choose to opt out of Member Emails; however, the Company reserves the right to contact you via email at any time with respect to your account and your use of the Services;
- (d) payment for the Services will be charged on the date you register for the Services, or, if applicable, on the date a Gift Membership (as defined below) is purchased. You agree to pay, using a valid credit card, PayPal, or other form of payment that the Company may accept from time to time, the charges and fees set forth on the Website, applicable taxes, and other charges and fees incurred in order to access the Services. The charges and fees on the Website are expressed in Canadian dollars and your credit card or other account will be charged in Canadian dollars. You acknowledge and agree that you will not receive a bill in the mail for your membership to the Services. Except as otherwise stated herein, all fees are non-refundable. If your Services are terminated and then reinstated, you may be required to pay any new charges and fees set forth on the Website, including but not limited to registration fees. The Company reserves the right to increase charges and fees, or to institute new charges or fees at any time, upon reasonable advance notice communicated to you through a posting on the Website or such other means as the Company may deem appropriate from time to time (including Member Emails or conventional mail);
- (e) in the event the Company cannot process your payment, the Company reserves the right to terminate your access to the Services;
- (f) in addition to the fees and charges set forth above, you are responsible for all charges and fees associated with connecting to the Website and the Services, including without limitation all telephone access lines (including long-distance charges, when applicable), internet service provider fees, telephone and computer equipment, sales taxes and any other fees and charges necessary to access the Website and the Services; and
- (g) For purposes of your use of the Services including identification and billing, you agree to provide the Company with true, accurate and complete information as required by the membership or sign up process to Services (**Account Data**), including your legal name, address, telephone number, email address and applicable billing information (e.g., credit card number and expiration date), and to allow the Company to share your Account Data with third parties for the purpose of verifying the information you provide and billing your credit card or otherwise charging your account. You agree to maintain and promptly update the Account Data to keep it accurate. Without limiting any other provision of the Terms of Use, if you provide any information that is untrue, inaccurate, or incomplete, or the Company has reasonable grounds to suspect that such is the case, the Company reserves the right to suspend or terminate your membership and refuse any and all current or future use by you of the Website (or any portion thereof) or any of the Services. You are obligated to check the Website to determine whether your Account Data is current and accurate, and, if not, to correct or update your Account Data including your

billing information. You agree to promptly notify the Company of any changes to your credit card or other billing information while any membership remain outstanding.

The Company has engaged third party online payment processing providers (Bambora Inc. and PayPal, together, the **Payment Providers**) for online payment processing related to the Website and Services. The Payment Providers collect the data and personal information you submit when making a payment on this Website, such as payment for your access to the Services. The Payment Providers retain ownership over this information and data. By submitting your personal information on the Website, or through the linked sites of the Payment Providers, you consent to such transfer and storage. Please review the Bambora privacy policy available at <https://www.bambora.com/en/ca/privacy-policy/> and the PayPal privacy policy <https://www.paypal.com/ca/webapps/mpp/ua/privacy-full> for more information about how each Payment Provider collects, uses, and discloses personal information. The Company is not responsible, and shall not be liable, directly or indirectly, for any damage or loss suffered by you which is caused or alleged to be caused by or in connection with either Bambora's or PayPal's respective privacy policies, any content on their websites, or how either Payment Provider collects, uses, or discloses personal information and data.

805341394 Acceptance and Modification of Terms

The Website and Services are offered subject to acceptance of all of the terms and conditions contained in these Terms of Use. The Company reserves the right to modify or replace any of these Terms of Use. Should the Company wish to modify or replace these Terms of Use, it will provide you with notice of such changes by posting an icon on the Website indicating same for thirty (30) days prior to the coming into force of the changes. If you use the Website after receiving notice of any such modification or replacement, you are deemed to have read and are indicating your acceptance of, and you agree to be bound by, the modified or replaced terms of use, which modified or replaced terms of use shall be the Terms of Use.

805341395 Children

The Website and Services are not intended to be used by, and are not marketed or directed towards, children or any person under the age of 18. To use and access the Website and Services you must be a resident of Canada and at least eighteen (18) years of age.

805341396 License

The Company hereby grants you a limited, non-exclusive, personal, non-transferable, non-sub-licensable and revocable right and license to (a) access the Website for the purpose of receiving the Services in accordance with these Terms of Use and (b) access, view and print any information and documentation made available on the Website, for your personal, non-commercial and informational use only to assist you in the access and use of the Website and the Services. Except for the limited licenses and rights expressly granted to you in the Terms of Use, these Terms of Use do not grant you any other right or license, whether express or implied, by estoppel, or otherwise in or under any patent, trademark, copyright, or other intellectual property or proprietary right of the Company or any third party. The Company may terminate this license at any time for any reason whatsoever.

805341397 Suspension and Termination of Access

The Company may suspend or terminate your access to the Website immediately without prior notice and without further obligation or liability to you if, in the Company's sole discretion, it determines you have breached these Terms of Use. The Company may also suspend your access to the Website or terminate these Terms of Use at any time without written notice to you for any reason whatsoever. If the Terms of Use are terminated for any reason, you are still bound by the Terms of Use as set out herein. The Company has no liability of any kind or any nature whatsoever to you solely by reason of any change, modification, suspension or discontinuance of the Website or any or all of the Services in accordance with its terms. You agree that you shall not make any claim against the Company, including with respect to

any lost revenue, profits or opportunities as a result of such change, modification, suspension or discontinuance or on account of any expenditures made or actions taken in reliance on the expected continuation of the Website, the Services or these Terms of Use.

805341398 Content

The Website may include images, text, instructional documents, forms, works, audio files, sounds and other content and data that are owned by third parties ("**Third Party Content**"). You agree that all of the terms and conditions of these Terms of Use relating to the Website apply to your access to and use of any Third Party Content and you further agree to comply with any terms and conditions that are specific to the Third Party Content, including the terms and conditions specified under these Terms of Use. The Company is not responsible, and assumes no liability, for any Third Party Content.

All content and data made available by the Company through the Website, including any Third Party Content, (the "**Website Content**") is owned solely and exclusively by the Company and/or third parties. You may not: (a) publish, publicly perform or display, or communicate to the public or otherwise distribute to any third party any of the Website Content; (b) market, sell, re-sell or make commercial use of the Website or any of the Website Content; (c) systematically collect from the Website and use any of the Website Content, including the use of any data mining, robots, or similar data gathering and extraction methods; or (d) make derivative uses of the Website or the Website Content.

If you make any information, data or content available to the Company on or through the Website, including by contacting us, providing testimonials, or providing comments or ideas about our Services or the Website ("**User Content**"), you are deemed to grant the Company a non-exclusive, transferable, sub-licensable, irrevocable, royalty-free, perpetual, worldwide license to store, use, copy reproduce, modify, adapt, edit, translate, publish, perform and display any such User Content that you make available on, through, or in connection with the Website without any payment or restriction. You are solely responsible and liable for any User Content you make available on or through the Website or that is made available using your Website account. If you make User Content available, you represent that you have the right to do so.

805341399 Use Restrictions

You agree that when using the Website you will not: (a) post or transmit any files which contain viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties; (b) post or transmit data or content which violates or infringes any third party rights, is false, misleading or inaccurate or is injurious to a third party or defames, libels or disparages any third party; (c) except as expressly permitted by these Terms of Use, provide, disclose, sublicense, distribute, transfer, assign or otherwise permit any third party to access, use, read or otherwise gain access to the Website; (d) use the Website to provide the benefit of the use of your account, if any, to or for any other person; (e) to the maximum extent permitted by applicable law, interfere with or circumvent any copyright or other technical protection mechanism or reverse engineer, decompile, disassemble, or otherwise in any manner deconstruct all or any part of the Website or any software or technology or content forming part thereof; (f) post or transmit data which constitutes unsolicited or unauthorized advertising or promotional material or any junk mail, spam, or chain letters; (g) post or transmit data or content which would be considered a criminal offence, give rise to civil liability, or would otherwise violate the law; (h) use the Website or Services to harvest addresses, send spam or otherwise breach these Terms of Use or the Privacy Policy; (i) use any spider, robot or other automated or electronic agent to monitor or copy web pages or any content from the Website or for any other purpose in connection with your access to and use of the Website; (j) take any action or use any program or device that may result in or is intended to interfere with the operation and functioning of the Website or to shut down, overload or overwhelm the Website; or (k) copy, republish or redistribute any part of the Website, including by caching, framing or similar means, without the prior written consent of the Company.

805341400 Personal Information

You agree that your use of the Website and the Services is subject to the terms of our [Privacy Policy](#), which is hereby incorporated by reference into, and forms an integral part of, the Terms of Use. By agreeing to the Terms of Use or by using the Website, you expressly consent to the collection, storage, use and disclosure of your information, including your Personal Information, according to the [Privacy Policy](#). You represent and warrant to the Company that you are at least 18 years of age and that you have the full, unrestricted right and authority and have been fully authorized to provide to the Company any and all data you provide at the time of registration and throughout your interaction with the Website and our Service (including all personal information) for the purposes of these Terms of Use and that the Company is authorized and permitted to use such data as and to the extent provided in these Terms of Use.

805341401 Use of Cookies

805341402 You agree that the Company has the right to monitor and review your use of the Website and Services from time to time, and to use “cookies”, “log files” and your “browsing data” in accordance with the [Privacy Policy](#).

805341403 Support

The Company may in its discretion, without any obligation to do so and subject to the limitations of these Terms of Use (or as may be posted on the Website from time to time), provide you with troubleshooting support concerning your use of the Website and any Services.

805341404 Website and Services Provided “AS IS”

YOU UNDERSTAND AND AGREE THAT THE WEBSITE, THE SERVICES, ANY WEBSITE CONTENT AND OTHER INFORMATION, DATA AND MATERIALS AVAILABLE ON THE WEBSITE OR PROVIDED AS PART OF THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR HEREIN AND PERMITTED UNDER APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OR CONDITIONS OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, AND WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW, FROM A COURSE OF DEALING OR USAGE OF TRADE, AND INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS, ANY CONDITION OR WARRANTY OF MERCHANTABILITY, TITLE OR NON-INFRINGEMENT OF THIRD PARTIES RIGHTS AND ANY CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

THE COMPANY DOES NOT OFFER ADVICE OR RECOMMENDATIONS CONCERNING INFORMATION OR DATA CONTAINED IN ANY SERVICES OR WEBSITE CONTENT AND ANY ACTIONS TAKEN, OR FAILURES TO ACT, IN RELIANCE ON ANY WEBSITE CONTENT (OR OTHERWISE ON THE SERVICES) BY YOU OR ANY OTHER PERSON IS YOUR SOLE RESPONSIBILITY AND LIABILITY. COMPANY SPECIFICALLY MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE WEBSITE OR ANY OF THE SERVICES (INCLUDING THE PROVISION OF ANY WEBSITE CONTENT) WILL BE ACCURATE, RELIABLE, COMPATIBLE WITH YOUR COMPUTER, OR COMPLETE OR WILL BE PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS OR THAT ANY ERRORS CAN OR WILL BE CORRECTED OR THAT ANY SERVICES, WEBSITE CONTENT, DATA OR THE RESULTS DERIVED THEREFROM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT THE WEBSITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL ELEMENTS.

YOU ACKNOWLEDGE THAT COMPANY DOES NOT CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS, OR SERVICES OFFERED BY THIRD PARTIES ON OR THROUGH THE WEBSITE. EXCEPT AS OTHERWISE AGREED IN WRITING, COMPANY AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF CONTENT OR PRODUCTS DISTRIBUTED OR MADE AVAILABLE BY THIRD PARTIES THROUGH THE WEBSITE,

INCLUDING, BUT NOT LIMITED TO, ANY THIRD PARTY DOCUMENTATION THAT THE COMPANY PROVIDES TO YOU, EITHER THROUGH ITS SERVICES OR OTHERWISE.

805341405 The Website is not a substitute for financial or legal advice

805341406 The Website Content is for informational purposes only and is not intended to substitute for professional financial or legal advice. You should seek the advice of a legal or financial professional if you have any questions regarding any financial or legal matter, regardless of any information contained within the Website Content. You should not ignore professional financial or legal advice or delay in seeking it because of the Website Content. Further, you should not interpret any Website Content as recommending any specific course of action.

805341407 Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL COMPANY, BE LIABLE TO YOU, OR TO ANY OTHER PARTY, FOR ANY LOSSES, COSTS OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER THAT ARE SUFFERED OR INCURRED IN ANY CONNECTION WITH THE USE OF (OR THE INABILITY TO USE) THE WEBSITE, SERVICES, OR ANY WEBSITE CONTENT OR THIRD PARTY CONTENT (REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, INCLUDING FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, EQUITY, STRICT LIABILITY, BY STATUTE OR OTHERWISE AND REGARDLESS OF THE OCCURRENCE OF A FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE).

IN NO EVENT WHATSOEVER SHALL ANY OF THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS AND THIRD-PARTY CONTRACTORS, SUPPLIERS AND LICENSORS (COLLECTIVELY THE “**COMPANY PARTIES**”) BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND OR NATURE WHATSOEVER THAT ARE SUFFERED OR INCURRED IN ANY CONNECTION WITH THE USE OF WEBSITE OR THE PROVISION OF THE SERVICES (INCLUDING IN ANY CONNECTION WITH THE TRANSMISSION OR DOWNLOADING OR STORAGE OF ANY DATA OR SUBMISSIONS TO OR FROM THE WEBSITE OR THE USE OF, OR RELIANCE ON, ANY WEBSITE CONTENT OR OTHER INFORMATION OR DATA CONTAINED ON OR PROVIDED THROUGH THE WEBSITE OR SERVICES, OR LOSS OF OR DAMAGE TO FILES OR DATA OR ANY COSTS OF RECOVERING OR REPRODUCING ANY FILES OR DATA OR LOSS OF USE OR LACK OF AVAILABILITY OF SERVICES OR ANY BUSINESS INTERRUPTION OR LOSS OF REVENUE OR PROFIT OR ANY OTHER ECONOMIC LOSS WHATSOEVER) HOWEVER CAUSED AND REGARDLESS OF THE FORM OR CAUSE OF ACTION AND WHETHER OR NOT FORESEEABLE, EVEN IF THE COMPANY PARTIES OR ANY OF THEM HAS BEEN INFORMED IN ADVANCE OR OUGHT REASONABLY TO HAVE KNOWN OF THE POTENTIAL FOR SUCH DAMAGES.

THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE AND USE OF THE WEBSITE, SERVICES AND ANY PROVIDED SUPPORT IS ASSUMED BY YOU.

The Company shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond the Company’s reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation.

The terms and conditions of these Terms of Use that limit liability reflect an informed voluntary allocation of risk; such allocation represents a material part of these Terms of Use. You agree that the limitations of liabilities set out in these Terms of Use are fair and reasonable in the circumstances.

805341408 Indemnity

You agree to defend, indemnify, and hold harmless the Company Parties from and against any claims, actions, demands, losses, liabilities, damages, costs and expenses suffered by such persons, including without limitation, reasonable legal and accounting fees, alleging or resulting, directly or indirectly, from

your: (a) breach of these Terms of Use; (b) access to the Website or use of the Services; and (c) provision of User Content, Account Data or other disclosure to the Company of any other information or data and the use of same by the Company or other the Company party as contemplated hereunder.

805341409 Trademarks

All product, brand and company names and logos and trademarks displayed on the Website or used in connection with the Services are the trademarks of the Company (or its suppliers, partner businesses or third party licensors). Any use of any of the marks appearing on the Website or in connection with the Services without the express written consent of the Company or the owner of the mark, as appropriate, is strictly prohibited.

805341410 Links

805341411 The Company provides links on the Website to other websites or resources, including those operated by parties other than the Company. These links are provided for your convenience and the Company is not responsible for the availability of such websites or resources and does not endorse or accept responsibility for the content of such external websites or resources and has no responsibility for or control over the terms of use or privacy policy (if any) of the operators of the external websites or resources. Your access and viewing of any third party websites or resources is conducted at your own risk. You are strongly advised to check the terms of use and the privacy policies of these external websites or resources before making use of them. You acknowledge that the Company may remove any link to an external website or to resources at any time for any reason whatsoever.

805341412 Jurisdiction

The Website is administered by the Company from a site that is located in Alberta, Canada. You acknowledge and agree that your use of the Website and all of the communications, transmissions and transactions associated with the Website and the provision of the Services shall be deemed to have occurred in the Province of Alberta, Canada. You agree that these Terms of Use shall be exclusively governed by, construed and interpreted in accordance with the laws of the Province of Alberta, Canada and that federal laws of Canada applicable therein and that the law of the Province of Alberta is the proper law. You irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta in respect of all matters and disputes arising hereunder.

You expressly agree that, in the event that there is a dispute under these Terms of Use and such dispute is to be resolved in a court of law, such dispute shall not be resolved by jury trial and you hereby waive any right to trial by jury.

805341413 Waiver

No delay or omission by the Company to exercise any right or power it has under these Terms of Use or to object to the failure of any covenant of you to be performed in a timely and complete manner, shall impair any such right or power or be construed as a waiver of any succeeding breach or any other covenant. Any waivers by the Company must be in writing and signed by an authorized representative of the Company.

805341414 Entire Agreement

These Terms of Use, the Privacy Policy and any applicable Service Terms, constitute the entire agreement between you and the Company as it relates to the access to, and use of, the Website and Services and the subject matter of these Terms of Use and supersede all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between the Company and you.

805341415 Interpretation

In these Terms of Use: (a) words denoting the singular include the plural and vice versa; (b) all usage of the word “including” means “including, without limitation,” throughout these Terms of Use; (c) all dollar amounts are expressed in Canadian currency unless expressly provided otherwise; (d) the division of these Terms of Use into separate sections, subsections and the insertion of headings is for convenience only and shall not affect the construction or interpretation of these Terms of Use; (e) words or abbreviations which have well-known or trade meanings are used herein in accordance with their recognized meanings; and (f) you and the Company agree that these Terms of Use shall not be construed in favour of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of these Terms of Use.

805341416 Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, then the remaining provisions of these Terms of Use, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each such provision of these Terms of Use shall be valid and enforceable to the extent permitted by law.

805341417 Electronic Documents

This electronic document, and all other electronic documents referred to or incorporated herein, will be: (a) deemed for all purposes to be a “writing” or “in writing”, and to comply with all statutory, contractual, and other legal requirements for a writing; and (b) legally enforceable as a signed agreement. A printed version of these Terms of Use and any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

805341418 Conformance with Law

In addition to complying with these Terms of Use, you agree to use the Website and Services for lawful purposes only and in a manner consistent with all applicable local, national or international laws and regulations, including all privacy and personal information laws. The Website and any Services shall not be used where, and to any extent, such use is prohibited by law. Your use of the Website from any location is subject to your compliance with all applicable laws and regulations that may be applicable to you. You agree, and confirm, that your use of the Website is in full compliance with the laws of the jurisdiction(s) to which you are subject, and that you are not prohibited from using the Website due to any restriction whatsoever and that you have obtained all necessary consents and approvals required or reasonably necessary.

805341419 Termination and Refund Policy

Your membership for the Services shall terminate upon the expiration of the Term. Notwithstanding the foregoing, and in accordance with Section 6, the Company may terminate these Terms of Use and your use and access of the Website and Services if you fail to comply with any provision of these Terms of Use. The Company shall not be required to refund to you any amounts prepaid, if any, for use of the Website or any Services if the Company has terminated your account or your use of, or access to, the Website and/or any of the Services for breach of these Terms of Use. The Company may also terminate your access to the Website without notice at any time for any reason whatsoever, and any fees or charges paid by you in advance, if any, shall be refunded on a *pro rata* basis.

IF YOU ARE DISSATISFIED WITH THE WEBSITE, THE SERVICES OR WITH ANY OF THE TERMS, CONDITIONS, GUIDELINES, PRACTICES OR POLICIES OF COMPANY IN OPERATING THE WEBSITE AND IN PROVIDING THE SERVICES YOU AGREE THAT YOUR SOLE AND EXCLUSIVE

REMEDY SHALL BE TO DISCONTINUE USING THE WEBSITE AND TO CANCEL OR TERMINATE YOUR MEMBERSHIP AND TO STOP USING THE SERVICES. You can cancel your membership to the Services by contacting the Company through the Website or by such other means we may provide from time to time.

In order to receive a refund, you must cancel your membership by notice in writing to the Company within thirty (30) days after purchasing the membership, provided you have not commenced use of the Service before providing such cancellation notice. If you do not cancel your membership within such thirty (30) day period, the submitted payment for the membership shall become non-refundable and you shall forfeit any right to reimbursement. If a membership was gifted to you by a third party (a "**Gift Membership**"), in order to receive a refund, you must cancel your Gift Membership by notice in writing to the Company within ninety (90) days after the Gift Membership was purchased, provided you have not commenced use of the Service before providing such cancellation notice and provided the subscription was identified as a Gift Membership at the time of purchase. The Company reserves the right to extend any refund period, as it deems necessary or appropriate in its sole discretion, and on a case by case basis.

805341420 Contact / Notices

If you have any questions about the Terms of Use, or need to provide notice to, or communicate with, the Company under the Term of Use, please contact the Company by clicking [Contact Us](#), or by delivery in person, by courier or by the mail, to the Company at Notified Right 400 – 7015 Macleod Trail SW, Calgary AB T2H 2K6. The Company may provide notices or communications to you on the Website and you agree that such notices shall constitute notice to you whether or not you actually access the notice.

805341421 Assignment

These Terms of Use are personal to you, and are not assignable, transferable, or sublicensable by you except with the Company's prior written consent. The Company may assign, transfer, or delegate any of its rights and obligations hereunder without your consent.

Effective August 5, 2018