

## **OpusExpo Inc.**

### **User Agreement**

This User Agreement is between you ("**you**") and OpusExpo Inc. ("**OpusExpo**")

THE FOLLOWING SETS OUT THE AGREEMENT BETWEEN YOU AND OPUSEXPO UNDER WHICH YOU MAY PURCHASE CERTAIN PRODUCTS THAT OPUSEXPO OFFERS FOR SALE. BY ORDERING A PRODUCT FROM OPUSEXPO, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT YOU MAY NOT ATTEMPT TO PURCHASE ANY PRODUCT FROM OPUSEXPO.

YOU MAY NOT PURCHASE ANY PRODUCT IF YOU HAVE NOT REACHED THE AGE OF MAJORITY IN THE JURISDICTION IN WHICH YOU RESIDE.

#### **Limited License**

On payment of the purchase price for the eBook or any other item OpusExpo makes available for sale (each a "**Product**") from its website (the "**Website**") and your compliance with all of the terms set out in this Agreement, you are granted by OpusExpo a limited non-transferable license to read the copy of the Product purchased by you. No other rights or licenses are granted to you and nothing herein shall operate to transfer any copyright or grant any license to any copyright in the Product to you.

Ownership of the copy of the Product you purchase shall remain with OpusExpo. You are only granted a limited license to read the copy of the Product purchased.

#### **Restrictions**

For the copy of the Product that you purchase, you may not:

- transfer, resell or otherwise assign the copy to any third party in any manner whatsoever;
- copy or reproduce the Product, or any part thereof,
- transmit, broadcast, redistribute, display or otherwise make the Product, or any part thereof, available to any third party in any manner whatsoever;
- modify or make any derivative work which is based on the Product, or any part thereof;
- in any way exploit the Product, or any part thereof, in any manner whatsoever;
- otherwise make any use of the Product, except to read the same for your own personal use; or
- attempt to circumvent or render ineffective any security means employed in connection with the Product or its use.

You agree to not remove, modify or obscure any proprietary rights notices contained in or on the Product.

**Copies of the Product**

You will only be provided with one copy of the Product in the format as indicated on the Website. You agree and understand that no additional copies of the Product will be provided, even if your copy is lost or destroyed.

**Content**

By making any Product available for purchase does not mean that OpusExpo endorses or agrees with any of the content of the Product or the accuracy of any information contained therein. All of the content of the Product is strictly the responsibility of the authors of the Product. OpusExpo shall have no obligation or liability to you for any such content.

OpusExpo makes no guarantees or warranties in respect of the quality of the Product purchased, including as to its suitability, correctness, usability, readability, conformance to the description or in respect of errors.

**Additional Requirements**

By purchasing a copy of the Product, you also agree to abide by any additional requirements that may be set out by OpusExpo on the Website.

You agree to not submit or make available any information or material:

- which is false or misleading or contains false or misleading information;
- which infringes or potentially infringes any third party intellectual property or proprietary right including without limitation, copyright, trademark or trade secret;
- which infringes or potentially infringes any third party right of publicity or right of privacy;
- which is harmful or potentially harmful to any individual including, without limitation, that which places any person's health or safety at risk;
- which is harmful or potentially harmful to any computer system including, without limitation, that which places the integrity or security of any computer system at risk or distribute any virus, Trojan horse, worm, time bomb, spyware or other harmful or invasive computer program;
- which in any way violates any federal, state or provincial law, statute, ordinance or regulation in any jurisdiction including without limitation those relating to export control, consumer protection, unfair competition, discrimination or false advertising;
- which creates liability or damage or potentially creates liability or damage to OpusExpo or its service providers; or
- which creates damage or potentially creates damage to OpusExpo's computer systems.

You agree that you shall not use any automatic means, including software, to interfere with or attempt to interfere with the Website or any related service or their use by any other user. You agree not to cause any unreasonable burden or load on the Website or its computer systems.

**Payment**

You agree to pay the purchase price indicated for the copy of the Product that you obtain. In providing any credit card information to OpusExpo, you agree that OpusExpo may charge such credit card the purchase price, plus any applicable taxes and other charges. You hereby represent and warrant that you have authority to permit OpusExpo to charge such credit card.

**Taxes**

In addition to the purchase price for the copy of the Product, you agree to pay any and all taxes, assessments or other governmental charges that OpusExpo is required by law to charge.

**Returns/Refunds**

You cannot return a Product that has been purchased for any reason. Under no circumstances will any full or partial refund be given.

If you are unable to download the Product that you have purchased due to technical difficulties or you are not able to view the Product with the prescribed viewer for that Product, you must contact OpusExpo Technical Support immediately to rectify the problem.

**Information**

In order to purchase a copy of a Product, you may be required to provide certain information, including some of your personal information. You agree to (a) provide true, accurate, current and complete information about yourself as requested and (b) promptly inform OpusExpo of any updates to this information as required to keep it true, accurate, current and complete. Such information shall be subject to OpusExpo's privacy policy.

**Website**

You agree that OpusExpo will not be liable for any delay or unavailability of any of the Website or related services, whether due to any act or omission of OpusExpo or any act or omission of any third party.

OpusExpo may change, add to or delete from its Website or any related services at any time without notice. You agree to bear all risks, costs and damages that you may incur or suffer as a result of those changes.

**Intellectual Property**

OpusExpo has certain protectable proprietary rights in its Website, including copyrights and trademarks. You may not modify, copy, publish, republish, transmit, sell, create derivative works, display, frame or in any way exploit any content contained on the Website other than as explicitly permitted as set out on the Website.

OpusExpo owns the trademarks used in its business, including "OpusExpo". You may not use any of these trademarks during or after the termination of this Agreement without the written consent of OpusExpo.

The respective owners of the Products own all rights therein, including copyright.

**Indemnity**

You agree to indemnify and hold OpusExpo, its employees, officers, directors, agents and partners harmless from any and all claims, suits and demands made by anyone, as well as all losses, costs, expenses and damages, including reasonable attorney fees, incurred or suffered by OpusExpo or any of them, as a result of or arising in connection with any breach or alleged breach of this Agreement or any representation or warranty contained herein by you.

**OpusExpo Warranty Disclaimer**

THE SERVICES OF OPUSEXPO, THE PRODUCTS AND THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE USED BY YOU AT YOUR SOLE RISK. IN RESPECT OF SAME, OPUSEXPO MAKES NO EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS WHATSOEVER, AND SPECIFICALLY DISCLAIMS THE SAME INCLUDING WITHOUT LIMITATION, ANY AND ALL WARRANTIES, REPRESENTATIONS OR CONDITIONS REGARDING MERCHANTABILITY, QUALITY, SUITABILITY, ADEQUACY, TIMELINESS, CORRECTNESS, THE RESULTS TO BE OBTAINED OR FITNESS FOR A PARTICULAR PURPOSE INCLUDING THOSE IMPLIED BY STATUTE. THE WEBSITE OR PRODUCT MAY CONTAIN BUGS, ERRORS, PROBLEMS, VIRUSES OR OTHER LIMITATIONS. OPUSEXPO ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY SUCH BUGS, ERRORS, PROBLEMS OR VIRUSES OR OTHER LIMITATIONS.

**Limited Liability**

IN NO EVENT SHALL OPUSEXPO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY OF ITS SERVICES OR THE USE OR INABILITY TO USE THE WEBSITE OR THE PRODUCT AND OPUSEXPO SHALL NOT INCUR ANY LIABILITY AS A RESULT OF THE SAME EVEN IF CAUSED BY THE NEGLIGENCE OF OPUSEXPO OR ANY ACT OR OMISSION OF OPUSEXPO AND WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT OPUSEXPO WAS TOLD OF THE POSSIBILITY OF THE SAME.

IN ALL OTHER CIRCUMSTANCES OPUSEXPO'S TOTAL AGGREGATE LIABILITY TO YOU, HOWEVER ARISING, SHALL BE LIMITED TO THE GREATER OF, \$10.00 (CDN) AND THE AMOUNT PAID BY YOU FOR THE PRODUCT IN QUESTION.

**Term**

This Agreement will be in effect from the date you purchase the Product and while the copy of the Product you purchased remains in existence, unless this Agreement is terminated earlier in accordance with its terms.

**Termination**

OpusExpo may terminate this Agreement in the event OpusExpo reasonably believes that you are in breach of this Agreement. In each case, OpusExpo will provide notice of termination to you, to the email address that you provide. You will be deemed to have received the email even if it is undelivered. If your email address changes, you are responsible updating that information provided OpusExpo. Further, you are responsible for ensure that your email account and email address are functioning at all times. You shall bear all risks for your failure to comply with the foregoing.

You may terminate this Agreement at any time on notice to OpusExpo of such termination.

Upon termination, all rights granted herein, shall revert back to OpusExpo, and you shall immediately delete and cease using the Product.

Notwithstanding the termination or expiration of this Agreement for any reason, the provisions of this Agreement relating to restrictions, content, returns/refunds, website, intellectual property, indemnity, OpusExpo warranty disclaimer, limited liability and governing law shall survive such termination or expiration.

### **Excusable Non-performance**

Each party shall be relieved from its obligations in this Agreement to the extent that performance is delayed or prevented by any cause beyond its reasonable control, including, without limitation, acts of God, public enemies, war, acts of terrorism, civil disorder, communications failures, fire, flood, explosion, labour disputes or strikes, any acts or orders of any governmental authority, or failures or fluctuations in electrical power, heat, light, air conditioning, telecommunications equipment or the Internet

### **Separate Agreement for Each Product**

This Agreement shall apply in respect of the particular Product that was purchased. The termination of this Agreement in respect of the Product shall not affect any other agreement in effect between the parties.

In the event a different form of this agreement is in effect on the day another product is purchased, that form of agreement shall apply in respect of that particular product.

### **Assignment/Sublicense**

You may not assign or sublicense this Agreement or any rights granted herein.

### **No Agency**

The parties are independent entities and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended nor created by this Agreement and neither party shall state or imply anything to the contrary.

### **No Waiver**

OpusExpo's failure to insist upon or enforce strict compliance with any provision of this Agreement shall not be construed as a waiver of any provision or right of the same or different type in the future.

### **Entire Agreement**

The terms and conditions set out in this Agreement constitute the entire terms and conditions with respect to the purchase by you of the Product and the relationship between the parties for the purposes of the same.

**Compliance with Foreign Law**

OpusExpo makes no representation or warranties that the purchase, downloading or viewing of the Product is legal in any location outside of Canada. If you access the Website from a location outside of Canada, you are responsible for ensuring that your activities are compliant with all applicable law.

You may not export any Product in violation of the export laws of Canada, the United States or any other country.

**Governing Law**

This Agreement, the purchase and use of the Product by you and the relationship between the parties for the purposes of the same and the resolution of any dispute arising between the parties shall be governed and construed in accordance with the laws of the Province of Alberta and those of Canada applicable therein, without reference to their conflict of laws. You agree that any legal action or proceeding between you and OpusExpo that in any way concerns this Agreement or the Product or the Website shall be brought exclusively in the courts of Alberta. Notwithstanding the foregoing, either party may apply to any court of competent jurisdictions to obtain injunctive relief. OpusExpo is headquartered in Alberta, Canada.

In the event any action or proceeding is brought because of an alleged dispute, breach or default in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees in connection with such action or proceeding, in addition to all other recovery and relief.

**Severability**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.

**Headings**

Headings are for reference purposes only and shall not be used in the interpretation of this Agreement.