

These terms of service comprise a binding legal agreement between you and Power Strata Systems Inc. Please review this agreement carefully.

This website, including the web application, (collectively, the "Site") is made available solely to licensees of Power Strata Systems Inc. ("Authorized Licensees") who have entered into a user agreement with Power Strata Systems Inc. Please read the Terms carefully before accessing this Site. By signing up for a Power Strata Systems Inc. account and accessing the Site, you are agreeing to be bound by these terms of service, and you acknowledge that you have read, understood, and agree to be bound by the following terms and conditions, including any additional guidelines and future modifications (collectively, the "Terms").

By accessing or using this Site, you represent and warrant that you are an Authorized Licensee of Power Strata Systems Inc., and you agree to be bound, without limitation or qualification, by these Terms. If you are not an Authorized Licensee, or if you are an Authorized Licensee but you do not agree to be bound without limitation or qualification by these Terms, you are not authorized to access this Site. Power Strata Systems Inc. may, in its sole discretion, modify these Terms at any time by updating this page. By continuing to access or use this Site following any such modification, you accept and agree to be bound by any such modification. You are accordingly advised to periodically check this page for modifications to these Terms.

1. The Power Strata Systems Inc. Service

Power Strata Systems Inc. provides a web-based service that allows you to use strata management software developed and owned by Power Strata Systems Inc. and offered as a web application as a service in order to assist Authorized Licensees with their strata needs (the "Service"). Your use of the Service is at your own risk. The Service is provided on an AS IS and AS AVAILABLE basis.

2. Privacy

Your privacy is important to Power Strata Systems Inc. The Power Strata Systems Inc. Privacy Policy is hereby incorporated into these Terms by reference. Please read the Privacy Policy carefully for information relating to Power Strata Systems Inc.'s collection, use, and disclosure of your personal information.

3. Use of the Service

You are responsible for your own communications and communications to and from your account, and for all content sent to and from your account, stored under your account, and activity that occurs under your account (even when content is posted by others who have access to your account) and for any consequences thereof or arising therefrom. You agree that you will use the Service in compliance with all applicable local, provincial, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence. You shall not personally and you shall not authorize or encourage any third party to: (a) use the Service to upload, store, transmit or otherwise distribute

any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by Power Strata Systems Inc.; (b) upload, store, transmit or otherwise distribute content that infringes upon another party's intellectual property rights or other proprietary, contractual or fiduciary rights or obligations; (c) prevent others from using the Service; or (d) use the Service for any fraudulent or inappropriate purpose. Violation of any of the foregoing may result in immediate termination of your account with Power Strata Systems Inc., and may subject you to provincial and federal penalties and other legal consequences. Power Strata Systems Inc. reserves the right, but shall have no obligation, to investigate your use of the Service in order to determine whether a violation of the Terms has occurred or to comply with any applicable law, regulation, legal process or governmental request.

In order to access and use this Site, you will have to register, obtain a login credential and password (together, "Credential"), and create a unique, password-protected account. You are responsible for maintaining the confidentiality of your Credential and agree not to disclose or share your Credential with any third parties, or allow third parties to use your Credential and the Site for any purpose. You agree to (i) immediately notify Power Strata Systems Inc. of any unauthorized use of your Credential or account, or any other breach of security, and (ii) ensure that you exit from your account at the end of each Site session. You are liable for any loss or damage arising from your failure to comply with this section.

4. Content of the Service, Ownership, and Intellectual Property Rights

The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, services, and all other elements of Power Strata Systems Inc. are proprietary to Power Strata Systems Inc. or its affiliates and/or third-party licensors.

Power Strata Systems Inc. does not claim any ownership in any of the Content, including any text, data, information, images, photographs, music, sound, video, or other material, that you upload, transmit, or store in your Power Strata Systems Inc. account.

5. User Representations and Warranties

You are solely responsible for any content that you upload to the site (the "Content") and the consequences of uploading, storing, transmitting or otherwise distributing the Content to and/or from your account. Except as set forth herein, Power Strata Systems Inc. will not use any of the Content for any purpose except to provide you with the Service.

By uploading, storing, transmitting or otherwise distributing Content, you affirm, represent, and warrant that:

- (a) the Content does not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (ii) slander, defame, or libel any other person; and

- (b) the Content does not contain any viruses, adware, spyware, worms, or other malicious code.

Violators of any third-party rights may be subject to criminal and civil liability. Power Strata Systems Inc. reserves all rights and remedies against any Users who violate these Terms.

6. Site Modifications

Power Strata Systems Inc. reserves the right at any time and from time to time to modify or discontinue, temporarily, this Site (or any part thereof) with or without notice. You agree that Power Strata Systems Inc. shall not be liable to you or to any third party for any modification, or temporary suspension of this Site.

7. Removal of Content and Termination

Power Strata Systems Inc. disclaims any and all liability in connection with or arising from Content uploaded, stored, transmitted or otherwise distributed by User. In the event Power Strata Systems Inc. receives any information or notice that any Content uploaded, stored, transmitted or otherwise distributed by the User violates the Terms or infringes any copyright, trademark, or patent, or is alleged to infringe any copyright, trademark, or patent, Power Strata Systems Inc. reserves the right to immediately remove the Content without notice to the User and without any obligation to investigate an allegation of infringement. Power Strata Systems Inc. further reserves the right in its sole and unfettered discretion to remove for any reason whatsoever and at any time, any Content uploaded, stored, transmitted or otherwise distributed by a User, without prior notice to User.

Power Strata Systems Inc. further reserves the right to terminate User access to the Power Strata Systems Inc. website in the event User violates these Terms.

8. Prohibited Activities; Enforcement of Policies

By agreeing to these Terms you agree not to:

- (a) except as expressly permitted herein, use the Service for any purposes other than to access and use Power Strata Systems Inc. and such services are offered by Power Strata Systems Inc.;
- (b) share a single login with multiple people. Your login may be used by only one person, but you may create separate logins for as many others as you desire;
- (c) impersonate any person or entity, falsely claim an affiliation with any person or entity, or access Power Strata Systems Inc. accounts of others without permission, forge another persons' digital signature or identity, misrepresent the source, identity, or content of information transmitted via the Site, or perform any other similar fraudulent activity;
- (d) make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users of the Site. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;

- (e) use the Site for any illegal purpose, or in violation of any local, provincial, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;
- (f) defame, harass, abuse, threaten or defraud users of the Site, or collect, or attempt to collect, personal information about other users or third parties without their consent;
- (g) remove, circumvent, disable, damage or otherwise interfere with security-related features of Power Strata Systems Inc. or the Site, features that prevent or restrict use or copying of any content accessible through the Site of any of Power Strata Systems Inc.'s products, or features that enforce limitations on the use of the Site or any of Power Strata Systems Inc. products or content;
- (h) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Site or any of Power Strata Systems Inc.'s products or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- (i) modify, adapt, translate or create derivative works based upon the Site or any of Power Strata Systems Inc.'s products or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- (j) intentionally interfere with or damage operation of the Site or any user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;
- (k) use any robot, spider, scraper, or other automated means to access the Site for any purpose or bypass any measures Power Strata Systems Inc. or the Site may use to prevent or restrict access to Site or any of Power Strata Systems Inc.'s other products;
- (l) interfere with or disrupt the Site, Power Strata Systems Inc. or servers or networks connected to the Site or Power Strata Systems Inc., or disobey any requirements, procedures, policies or regulations of networks connected to Site or Power Strata Systems Inc.

Power Strata Systems Inc. reserves the right to scan all content uploaded onto the Site to ensure compliance with these Terms. In the event Power Strata Systems Inc. determines, in its sole discretion, that your use of the Site is in violation of these Terms, Power Strata Systems Inc. shall have the right without recourse by the User to immediately terminate your account.

9. Account Information

When you use the Site, you may be asked to establish an account and establish passwords. You are solely responsible for maintaining the confidentiality of your account and passwords and for restricting access to your computer and/or account, and you agree to accept responsibility for all activities that occur under your account or passwords. You agree that the information you provide to Power Strata Systems Inc. on registration and at all other times will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. If you have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of your account ID, password, or any credit, debit or charge card number, if applicable), then you agree to immediately notify Power Strata Systems Inc. You may be liable for the losses incurred by Power Strata Systems Inc. or others due to any unauthorized use of your Power Strata Systems Inc. account.

10. User Indemnifications and Hold Harmless

You will indemnify, defend and hold Power Strata Systems Inc. and its officers, directors, employees, shareholders, successors, agents, affiliates, subsidiaries and relevant third parties including advertisers, distribution partners, referral partners, service providers, licensors, licensees, consultants and contractors (collectively the "Power Strata Systems Inc. Entities") harmless from and against any claims, liabilities, losses, costs, damages or expenses including reasonable lawyers' fees and costs, directly or indirectly arising out of or in any way relating to: (i) your access and use of this Site; (ii) any violation or breach of these Terms; or (iii) any violation or infringement of any intellectual property, privacy, publicity, confidentiality or proprietary rights of any party as a result of your use of the Site, (collectively, the "Claims"). You are solely responsible for defending any Claims, and for payment of losses, costs, damages or expenses resulting from the foregoing to both a third party and to the Power Strata Systems Inc. Entities. Power Strata Systems Inc. shall have the right, in its sole discretion, to select its own legal counsel to defend Power Strata Systems Inc. from any Claims (but by doing so shall not excuse your defense and indemnity obligations). You shall notify Power Strata Systems Inc. immediately if you become aware of any actual or potential Claims. You shall not, without the prior written approval of Power Strata Systems Inc., settle, dispose or enter into any proposed settlement or resolution of any Claim (whether having been finally adjudicated or otherwise) brought against you, if such settlement or resolution results in any obligation or liability for Power Strata Systems Inc.

11. Disclaimer of Warranties

Use of the Site shall be at user's sole risk. To the fullest extent permitted by law, Power Strata Systems Inc., its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Site and use thereof. Power Strata Systems Inc. assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of the Site's content, (ii) personal injury or damage, of any nature whatsoever, resulting from access to and use of the Site, (iii) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Site by any third party, and/or (iv) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Site.

Power Strata Systems Inc. does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Site or any hyperlinked website or featured in any banner or other advertising. Power Strata Systems Inc. will not be a party to or in any way be responsible for monitoring any transaction between a user and third-party providers of products or services.

12. Limitations of Liability

User agrees not to hold Power Strata Systems Inc., its officers, directors, employees or agents liable for any loss or damage, whether direct, indirect, incidental, special, punitive, or consequential, incurred as a result of user's use of the Site, including but not limited to: (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or damage of any nature whatsoever,

resulting from user's access to and use of the Site, (iii) any interruption or cessation of transmission to or from the Site, (iv) any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through the Site by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of user's use of any content posted, emailed, transmitted, or otherwise made available via the Site, whether based on warranty, contract, tort, or any other legal theory, and whether or not Power Strata Systems Inc. is advised of the possibility of such damages.

Certain jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If you reside in such a jurisdiction, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have additional rights. The limitations or exclusions of warranties, remedies or liability contained in these terms of service apply to you to the fullest extent such limitations or exclusions are permitted under the laws of the jurisdiction where you are located.

13. Termination

In the event of termination due to violation of the Terms, your account will be disabled and you may not be granted access to your account or any files or other content contained in your account although residual copies of information and Content may remain in the Power Strata Systems Inc. system.

14. Miscellaneous Terms

- (a) Use of the Site shall in all respects be governed by the laws of the Province of British Columbia, Canada, regardless of the laws that might be applicable under principles of conflicts of law. The parties agree that the courts and laws of British Columbia, shall have exclusive jurisdiction over all controversies arising under this agreement and agree that venue is proper in those courts.
- (b) Power Strata Systems Inc. may transfer and assign these Terms without restriction with prior notice. User may not transfer or assign any of these Terms.
- (c) User affirms and warrants that User is legally competent to enter into these Terms, and the conditions, obligations, affirmations, representations, covenants and warranties set forth herein.
- (d) If any provision of these Terms is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remaining provisions of these Terms shall not be affected.
- (e) No waiver of any term of these Terms shall be deemed to constitute a continuing waiver of such term.
- (f) Power Strata Systems Inc. may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to Power Strata Systems Inc.