

WEBSITE TERMS OF USE

Last Updated: August 29, 2016

IMPORTANT! YOUR ACCESS TO THIS WEBSITE IS SUBJECT TO LEGALLY BINDING TERMS AND CONDITIONS. CAREFULLY READ ALL OF THE FOLLOWING TERMS AND CONDITIONS BEFORE PROCEEDING. ACCESSING THIS WEBSITE IS THE EQUIVALENT OF YOUR SIGNATURE AND INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS AND THAT YOU INTEND TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS YOU MUST EXIT THE WEBSITE.

These Terms of Use (the "Agreement") is an agreement between you ("you") and the owner of the Website, 2533974 ONTARIO INC. ("2533974 ONTARIO INC"). The effective date of this Agreement is when you accept or are deemed to accept this Agreement by use of this Website ("Website"). This Agreement does not alter in any way the terms or conditions of any other agreement you may have with 2533974 ONTARIO INC.

By using this Website, you represent and warrant that you are over the age of 18 and are lawfully able to accept this Agreement. If you do not have the capacity to enter into a legal agreement in the province, state, territory or country in which you reside, do not access or use the Website unless your parent or guardian enters into this Agreement on your behalf and consents to your access to and use of the Website.

If you are using the Website on behalf of any entity, you further represent and warrant that you are authorized to accept this Agreement on such entity's behalf, and that such entity agrees to indemnify 2533974 ONTARIO INC in accordance with this Agreement.

This Website is intended for clients and customers of 2533974 ONTARIO INC and registered users of the Website. You are not authorized to use this Website or its contents for any purpose other than is consistent with use as a client or customer of 2533974 ONTARIO INC or as a registered user of the Website.

You hereby consent to the exchange of information and documents between you and 2533974 ONTARIO INC or an agent of 2533974 ONTARIO INC electronically over the Internet, by e-mail, or by another electronic or hardcopy means.

You hereby consent to 2533974 ONTARIO INC accessing your Facebook™ account and/or other of your social networking accounts and/or your webpages, as discussed herein.

You agree that this electronic Agreement shall be the equivalent of a written paper agreement between you and 2533974 ONTARIO INC.

Ownership of this Website and its Content: This Website, including all software code, its content and design, is protected under applicable intellectual property and other laws, including without limitation the laws of Canada and other countries ("Content"). For clarity, Content further includes any information you submit to the Website or to 2533974 ONTARIO INC through the Website including, but not limited to, any message submitted through any section of the Website. All Content and intellectual property rights therein are the property of 2533974 ONTARIO INC, unless otherwise agreed in a prior written agreement with 2533974 ONTARIO INC. You do not acquire ownership rights to any Content, whether viewed or otherwise accessed, through this Website. Except as otherwise provided herein, none of this Content may be used, copied, reproduced, distributed, reverse engineered, republished, downloaded, modified, sold, rented, shared, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic or mechanical copying, photocopying, recording, or otherwise, without 2533974 ONTARIO INC's express prior written permission.

You are hereby granted, subject to this Agreement, a limited, non-exclusive, non-transferable license to view the screens, materials, and Content (excluding any software code) on this Website and to print only a limited number of copies of such screens, materials and Content as is reasonably needed for your own non-commercial use. You agree not to share the copied screens, materials and Content with any other person or entity, and to destroy such copied screens, materials and Content immediately upon the completion of the use of the screens and materials for which you made a copy of such screens, materials and Content.

This Website contains trademarks, service marks, trade dress, designs, logos, product and service names, and graphics (collectively, "Trademarks") that are owned by 2533974 ONTARIO INC or by third parties. You are not authorized to display copy or use the Trademarks in any manner without the prior written permission of the rights owner.

Your Consent to Our Privacy Policy: By agreeing to this Agreement, you agree to the terms of the Website's Privacy Policy (accessible from the Website), which is expressly incorporated herein. Before using this Website, please carefully review the Privacy Policy. All information provided to us as a result of your use of this Website will be handled in accordance with the Privacy Policy. To the extent there are inconsistencies between this Agreement and the Privacy Policy, this Agreement controls.

You certify, represent and warrant that when using the Website you will comply with all Websitelicable laws and regulations, including, without limitation, those relating to the Internet, data, e-mail, messaging, privacy, and the transmission of technical data exported from Canada or the country in which you reside.

You further consent to 2533974 ONTARIO INC providing information other than personal information, relating to you and your use of the Website to facilitate the function of the Website and to allow users to utilize the Website, including, but not limited to your geographic location, photos of you, or any other information relating to you.

Submissions: You agree that all ideas, concepts, inventions, know-how, techniques, product reviews, remarks, suggestions, comments, graphics or other information you communicate to 2533974 ONTARIO INC through this Website and all intellectual property rights therein ("Submissions") shall be the property of 2533974 ONTARIO INC. You hereby irrevocably transfer, assign and convey to 2533974 ONTARIO INC all right, title and interest including without limitation intellectual property rights existing anywhere in the world, in and to any and all Submissions, and waive any moral rights you may have in the Submissions. 2533974 ONTARIO INC will not be required to treat any Submissions as confidential and shall not be subject to any obligations of confidentiality regarding any such Submissions unless: (i) specifically agreed by 2533974 ONTARIO INC in writing in advance of your communication of such Submissions to 2533974 ONTARIO INC; or (ii) required by law.

2533974 ONTARIO INC will not be liable for any similarities of your Submissions to any future business operations of 2533974 ONTARIO INC. Without limitation, 2533974 ONTARIO INC will have exclusive ownership of all present and future existing rights to the Submissions of every kind and nature, and you agree to sign such further documentation and undertake such activities at your expense as may be required by 2533974 ONTARIO INC to evidence such assignment and waivers as you have provided in this Agreement. You represent and warrant that upon submission you owned or had all rights, title and interest in and to your Submissions and had the right to assign them to 2533974 ONTARIO INC, and to waive all moral rights therein, and that all of your Submissions do and will comply with this Agreement.

Prohibited Uses: You agree not to do any of the following:

- Download, copy, or re-transmitt any or all of the Content without, or in violation of, a written license or agreement with 2533974 ONTARIO INC.;
- Use this Website in any manner that could disable, overburden, damage or impair the Website or interfere with any other party's use of the Website including their ability to engage in real time activities through the Website;
- Use any robot, spider, other automatic device process or means, or similar data gathering, data mining, or extraction methods to access the Website for any purpose including monitoring or copying any of the material on the Website;
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without the prior written consent of MO;
- Use any device, software or routine that interferes with the proper working of the web/Internet;
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the web/Internet or the server on which the Website is hosted;
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack;
- Attempt to interfere with the proper working of the Website;
- Use the Website to fraudulently misrepresent yourself;
- Distribute the Content of the Website for any purpose including without limitation compiling an internal database, redistributing or reproduction of the Content by the press or media, or through any commercial network, cable or satellite system;
- Create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, modify, copy, bundle, sell, sub-license, export, merge, transfer, adapt, loan, rent, lease, assign, share, outsource, host, publish, make available to any person or otherwise use, either directly or indirectly, the Content in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise;
- Permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of 2533974 ONTARIO INC or its licensors or allow any third-party to access the Content; and
- Use the Website other than for its intended purpose.

Such unauthorized use may also violate Websitelicable laws including without limitation copyright and trademark laws, the laws of privacy and publicity, and Websitelicable communications regulations and statutes.

Content: 2533974 ONTARIO INC will not be responsible for any damages you or any third-party may suffer as a result of the submission, transmission, storage or receipt of confidential or proprietary information that you make or that you expressly or implicitly authorize 2533974 ONTARIO INC to make, or for any errors or any changes made to any submitted, transmitted, stored or received information.

You are solely responsible for the retrieval and use of the Content. You should Website your own judgment in making any use of any Content, including, without limitation, the use of the information as the basis for any conclusions.

2533974 ONTARIO INC ASSUMES NO OBLIGATION TO UPDATE THE CONTENT ON THIS WEBSITE. THE CONTENT ON THIS WEBSITE MAY BE CHANGED WITHOUT NOTICE TO YOU. 2533974 ONTARIO INC IS NOT RESPONSIBLE FOR ANY CONTENT OR INFORMATION THAT YOU MAY FIND UNDESIRABLE OR OBJECTIONABLE. 2533974 ONTARIO INC DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED USE OR REPRODUCTION OF ANY PORTION OF THE WEBSITE. ACCESSING THE CONTENT FROM TERRITORIES WHERE IT MAY BE ILLEGAL IS PROHIBITED.

Confidentiality & Security: THERE IS NO GUARANTEE THAT INFORMATION OR PERSONAL INFORMATION ON THIS WEBSITE OR ON THE INTERNET, OR SUBMISSIONS TO THIS WEBSITE OR THROUGH THE INTERNET WILL BE MAINTAINED CONFIDENTIAL AND SECURE. THE USE OF THIS WEBSITE AND THE CONTENT IS AT YOUR OWN RISK AND 2533974 ONTARIO INC ASSUMES NO LIABILITY OR RESPONSIBILITY PERTAINING TO THE CONTENT, YOUR USE OF THE WEBSITE OR THE RECEIPT, STORAGE, TRANSMISSION OR OTHER USE OF YOUR INFORMATION OR PERSONAL INFORMATION.

Disclaimer of Warranties: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THIS WEBSITE AND ALL CONTENT, PRODUCTS, SERVICES AND SOFTWARE ON THIS WEBSITE OR MADE AVAILABLE THROUGH THIS WEBSITE ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS, OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES AS TO UNINTERRUPTED OR ERROR FREE OPERATION, AVAILABILITY, ACCURACY, QUALITY, COMPLETENESS, CURRENTNESS, RELIABILITY, TIMELINESS, LEGALITY, SUITABILITY, PRIVACY, SECURITY, MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE. 2533974 ONTARIO INC ASSUMES NO RESPONSIBILITY OR LIABILITY FOR OMISSIONS OR INCOMPLETE INFORMATION IN THE CONTENT.

Limitation of Liability: IN NO EVENT WILL 2533974 ONTARIO INC, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS, THIRD PARTIES ENGAGED BY 2533974 ONTARIO INC, THIRD PARTIES THAT ASSIST 2533974 ONTARIO INC, OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, AGGRAVATED, ECONOMIC OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO: DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOST SAVINGS, EVEN IF 2533974 ONTARIO INC OR ANY OF ITS LAWFUL AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

IN NO EVENT WILL 2533974 ONTARIO INC, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS, THIRD PARTIES ENGAGED BY 2533974 ONTARIO INC, THIRD PARTIES THAT ASSIST 2533974 ONTARIO INC, OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES, BE LIABLE FOR DAMAGES OR LOSSES RESULTING FROM: VIRUSES, DATA CORRUPTION, FAILED MESSAGES, TRANSMISSION ERRORS OR PROBLEMS; TELECOMMUNICATIONS SERVICE PROVIDERS; LINKS TO THIRD-PARTY SOCIAL NETWORKING SITES OR ACCOUNTS, WEBSITES OR WEBPAGES; THE INTERNET BACKBONE; CLOUD ERRORS OR PROBLEMS; PERSONAL INJURY; THIRD-PARTY CONTENT, PRODUCTS OR SERVICES (INCLUDING OF THIRD PARTIES ENGAGED BY OR ASSISTING 2533974 ONTARIO INC); SUBMISSIONS OR OTHER INPUT YOU SUBMIT TO THIS WEBSITE; DAMAGES OR LOSSES CAUSED BY YOU, OR YOUR RESPECTIVE EMPLOYEES, AFFILIATES, AGENTS OR SUBCONTRACTORS; LOSS OF USE OR LACK OF

AVAILABILITY OF FACILITIES INCLUDING COMPUTER RESOURCES, ROUTERS AND STORED DATA; THE USE OR INABILITY TO USE THIS WEBSITE OR THE CONTENT; ANY OTHER WEBSITE OR WEBPAGE, OR SOCIAL NETWORKING SITE OR ACCOUNT, ACCESSED TO OR FROM THIS WEBSITE; OR EVENTS BEYOND THE REASONABLE CONTROL OF 2533974 ONTARIO INC, EVEN IF 2533974 ONTARIO INC OR ANY OF ITS LAWFUL AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

IN NO CASE WILL 2533974 ONTARIO INC'S, ITS AFFILIATES', AGENTS', LICENSORS', SUPPLIERS', THIRD PARTIES' (ENGAGED BY 2533974 ONTARIO INC), THIRD PARTIES' (THAT ASSIST 2533974 ONTARIO INC), AND THEIR RESPECTIVE DIRECTORS', OFFICERS' AND EMPLOYEES' CUMULATIVE TOTAL LIABILITY ARISING UNDER ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE, OR OTHERWISE, BE FOR MORE THAN THE AMOUNT, IF ANY, PAID BY YOU UNDER THIS AGREEMENT TO ACCESS THIS WEBSITE, IN THE YEAR IN WHICH THE CLAIM AROSE.

(because some jurisdictions do not allow the exclusion or limitation of certain categories of damages, the above limitation may not websitely to you in such jurisdictions. Our liability is limited to the fullest extent of the law.)

Indemnity: You agree at all times to indemnify, defend and hold harmless 2533974 ONTARIO INC, its agents, suppliers, affiliates, third parties engaged by 2533974 ONTARIO INC, third parties that assist 2533974 ONTARIO INC, and their respective directors and employees against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by 2533974 ONTARIO INC directly or indirectly in respect of:

- (i) any information, Submissions, or any other Content you provide on or through this Website or which is sent to 2533974 ONTARIO INC by e-mail or other correspondence; or
- (ii) your use or misuse of the Content, Submissions, or this Website, including without limitation infringement claims.

Links to Third-Party Sites: This Website may contain links to other websites or webpages, or social networking sites or accounts. 2533974 ONTARIO INC does not assume responsibility for the accuracy or appropriateness of the information, data, opinions, advice, or statements contained at such other websites or webpages, or social networking sites or accounts, and when you access such other websites or webpages, or social networking sites or accounts, you are doing so at your own risk. In providing links to the other websites or webpages, or social networking sites or accounts, 2533974 ONTARIO INC is in no way acting as a publisher or disseminator of the material contained on those other websites or webpages, or social networking sites or accounts, and does not seek to monitor or control such other websites or webpages, or social networking sites or accounts. A link to another website or webpage, or social networking site or account, should not be construed to mean that 2533974 ONTARIO INC is affiliated or associated with same. 2533974 ONTARIO INC DOES NOT RECOMMEND OR ENDORSE ANY OF THE CONTENT, INCLUDING WITHOUT LIMITATION ANY HYPER-LINKS TO OR CONTENT FOUND, ON OTHER WEBSITES OR WEBPAGES, OR SOCIAL NETWORKING SITES OR ACCOUNTS. The mention of another party or its product or service on this Website should not be construed as an endorsement of that party or its product or service.

Access to Social Networking Sites and/or Webpages: 2533974 ONTARIO INC may access your Facebook™ account and/or other of your social networking accounts and/or your webpages, to collect information including personal information (as set out in the Privacy Policy) or for other purposes relating to the provision of the Website functions. You agree to such

access and data use and collection therefrom by 2533974 ONTARIO INC, including access and data collection as is required to register and log-in to the Website, or to facilitate your use of the Website.

Modification and Discontinuation: We reserve the right at any time and from time-to-time to modify, edit, delete, suspend or discontinue, temporarily or permanently, this Website (or any portion thereof) and/or the information, materials, forms, or other Content, products of 2533974 ONTARIO INC, and other products and/or services available through this Website (or any portion thereof), with or without notice. You agree that we shall not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of this Website.

Waiver: Our failure at any time to require performance of any provision of this Agreement or to exercise any right provided for herein will not be deemed a waiver of such provision, any other provisions, or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by 2533974 ONTARIO INC of any breach of any provision of this Agreement or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement.

Amendments: 2533974 ONTARIO INC reserves the right, in its discretion, to amend this Agreement at any time by posting amendments on this Website. You are responsible for periodically reviewing the amendments on this Website and you are deemed to be aware of such amendments. If you do not agree to the amended terms and conditions, you shall immediately stop using this Website. Access to this Website or use of this Website after any amendments have been posted shall constitute your acknowledgement and acceptance of the amended terms and conditions of this Agreement. No supplement, modification or amendment to this Agreement shall be binding on 2533974 ONTARIO INC unless executed by 2533974 ONTARIO INC in writing.

Termination. This Agreement is effective until terminated by 2533974 ONTARIO INC, with or without cause, in 2533974 ONTARIO INC's sole and unfettered discretion. 2533974 ONTARIO INC may terminate this Agreement without notice to you if you fail to comply with any of its terms. Any such termination by 2533974 ONTARIO INC shall be in addition to and without prejudice to such rights and remedies as may be available to 2533974 ONTARIO INC, including injunction and other equitable remedies.

The disclaimers, limitations on liability, ownership, termination, interpretation, your license to 2533974 ONTARIO INC, your assignment to 2533974 ONTARIO INC, your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

Severability: Any provision of this Agreement which is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in such jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of this Agreement or affecting the legality, validity or enforceability of such provision in any other jurisdiction.

Governing Law, Jurisdiction and Venue: This Agreement will be governed under the laws of the Province of Ontario, Canada without regard to its conflicts of law provisions and shall be treated in all respects as an Ontario contract. Venue for all actions or proceedings arising out of or relating to this Agreement will be exclusively in provincial or federal court in Toronto, Ontario, Canada. You hereby irrevocably consent and submit to the personal jurisdiction of said courts for all such purposes.

We expressly exclude the UN Convention on Contracts for the International Sale of Goods, and the International Sale of Goods Act Ontario as amended, replaced or re-enacted from time to time. You agree to waive any right you may have to: (i) a trial by jury; and (ii) commence or participate in any class action against 2533974 ONTARIO INC related to this Website, the Content, the Services, products of 2533974 ONTARIO INC, or this Agreement and, where, Websitelicable, you also agree to opt out of any class proceedings against 2533974 ONTARIO INC, its agents, or its licensors. We have required that this Agreement and all documents relating thereto be drawn-up in English. Nous avons demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

Interpretation. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, words importing the singular number include the plural and *vice versa*; words importing gender include all genders; and words importing persons include individuals, sole proprietors, partnerships, corporations, trusts and unincorporated associations.

Entire Agreement: This Agreement as it may be amended from time to time in accordance the relevant provisions herein, and any and all other legal notices and policies on this Website, constitute the entire agreement between you and 2533974 ONTARIO INC with respect to the use of this Website and the Content.

Enurement: This Agreement shall inure to the benefit of and be binding upon each of 2533974 ONTARIO INC and you, and 2533974 ONTARIO INC's and your respective successors and permitted assigns. You acknowledge having read this Agreement before accepting it, having the authority to accept this Agreement and having received a copy of this Agreement.

Contact Us: If you have any questions about this Website or this Agreement, please contact 2533974 ONTARIO INC at the following email address: reply@hookeapp.com

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