



Cantatus Hotsite Back-Up™ Terms and Conditions

1. **ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE** - The Cantatus Hotsite Back-Up Service ("Service"), owned and operated by Cantatus Systems Group, Inc., ("Cantatus"), is provided to you ("User") under the terms and conditions of this Cantatus Terms of Service (TS) and any operating rules or policies that may be published by Cantatus. TS comprises the entire agreement between User and Cantatus and supersedes all prior agreements between the parties regarding the subject matter contained herein.

2. **DESCRIPTION OF SERVICE** - Cantatus is providing User with a capability to send and receive files via the World Wide Web and on Cantatus Hotsite Back-Up™ Service. User agrees to: (1) provide certain current, complete, and accurate information about User as prompted to do so by the Service and (2) maintain and update this information as required to keep it current, complete and accurate. All information requested on original sign up shall be referred to as registration data ("Registration Data"). If any information provided by User is inaccurate, Cantatus retains the right to terminate User's Membership and rights to use the Service.

3. **MODIFICATIONS TO TERMS OF SERVICE** - Cantatus may change the terms and conditions of the TS from time to time. Upon any change in the terms and conditions of the TS, Cantatus will notify you by posting the changes in the "Legal and Privacy Information" area of the site. User's continued use of the Service constitutes an affirmative: (1) acknowledgment by User of the TS and its modifications; and (2) agreement by User to abide and be bound by the TS and its modifications.

4. **PRIVACY POLICY** - It is Cantatus's policy to respect the privacy of its Users. Therefore, Cantatus will not monitor, edit, or disclose the contents of a User's private data unless required to do so by law or in the good faith belief that such action is necessary to: (1) conform to the edicts of the law or comply with legal process served on Cantatus; (2) protect and defend the rights or property of Cantatus; or (3) act under exigent circumstances to protect the personal safety of its Users or the public. User acknowledges and agrees that Cantatus neither endorses the contents of any User communications nor assumes responsibility for any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising there from or any crime facilitated thereby.

5. **User ACCOUNT, PASSWORD, AND SECURITY** - Once you become a User of the Service, you shall receive a password and an account. You are entirely responsible if you do not maintain the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities which occur under your account. You may change your password at any time by following instructions. User agrees to immediately notify Cantatus of any unauthorized use of User's account or any other breach of security known to User.

6. **DISCLAIMER OF WARRANTIES** - User expressly agrees that use of the service is at user's sole risk. The service is provided on an "as is" and "as available" basis. Cantatus expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Cantatus makes no warranty that the service will meet your requirements, or that the service will be uninterrupted, timely, secure, or error free; nor does Cantatus make any warranty as to the results that may be obtained from the use of the service or as to the accuracy or reliability of any information obtained through the service or that defects in the software will be corrected. User understands and agrees that any material and/or data downloaded or otherwise obtained through the use of the service is done at user's own discretion and risk and that user will be solely responsible for any damage to user's computer system or loss of data that results from the download of such material and/or data. Cantatus makes no warranty regarding any goods or services purchased or obtained through the service or any transactions entered into through the service. No advice or information, whether oral or written, obtained by user from Cantatus or through the service shall create any warranty not expressly made herein. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

7. **LIMITATION OF LIABILITY** - Cantatus shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use the service or for cost of procurement of substitute goods and services or resulting from any goods or services purchase or obtained or messages received or transactions entered into through the service or resulting from unauthorized access to or alteration of user's transmissions or data, including but not limited to, damages for loss of profits, use, data or other intangible, even if Cantatus has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to you.



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8. **USER CONDUCT** - User is solely responsible for the contents of his or her transmissions through the Service. User's use of the Service is subject to all applicable local, provincial, state, national and international laws and regulations. User agrees: (1) to comply with US and Canadian laws regarding the transmission of technical data exported from the United States or Canada through the Service; (2) not to use the Service for illegal purposes; (3) not to interfere or disrupt networks connected to the Service; and (4) to comply with all regulations, policies and procedures of networks connected to the Service. The Service makes use of the Internet to send and receive certain messages; therefore, User's conduct is subject to Internet regulations, policies and procedures. User agrees not to transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. User further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, provincial, state, national or international law or regulation. Attempts to gain unauthorized access to other computer systems are prohibited. User shall not interfere with another User's use and enjoyment of the Service or another entity's use and enjoyment of similar services. Cantatus may, at its sole discretion, immediately terminate Service should User's conduct fail to conform to these terms and conditions of the TS.

10. **INDEMNIFICATION** - User agrees to indemnify and hold Cantatus, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User's use of the Service, the violation of this TS by User, or the infringement by User, or other user of the Service using User's computer, of any intellectual property or other right of any person or entity.

11. **TERMINATION** - Either User or Cantatus may terminate the Service with or without cause at any time and effective in 30 days from giving such notice. Termination shall be accompanied by a written notice to the other party. Cantatus shall not be liable to User or any third party for termination of Service. Should User object to any terms and conditions of the TS or any subsequent modifications thereto or become dissatisfied with the Service in any way, User's only recourse is to immediately: (1) discontinue use of the Service; (2) terminate Service Membership; and (3) notify Cantatus of termination. Upon termination of the Service, User's right to use the Service and Software immediately ceases. User shall have no right and Cantatus will have no obligation thereafter to forward any unread or unsent messages to User or any third party.

12. **ENTIRE AGREEMENT AND SEVERABILITY** - This Agreement contains the entire understanding between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous representations, understandings, arrangements and agreements between the parties relating thereto. Any term or provision of this Agreement that is invalid or unenforceable in any situation, in any jurisdiction, shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

13. **NOTICE** - All notices to a party shall be in writing and shall be made either via email or conventional mail. Cantatus may broadcast notices or messages through the Service to inform User of changes to the TS, the Service, or other matters of importance; such broadcasts shall constitute notice to User.

14. **LAWS** - The TS shall be governed by and construed in accordance with the laws of the Province of British Columbia. User and Cantatus agree to submit to the exclusive jurisdiction of the courts of the Province of British Columbia. If any provision(s) of the TS is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Cantatus's failure to exercise or enforce any right or provision of the TS shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Cantatus in writing. User and Cantatus agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. The section titles in the TS are solely used for the convenience of the parties and have no legal or contractual significance.