

# Terms of Use

## 1. Use of Website

Your use of the ConsultLoop Inc. (“ConsultLoop”) website, [consultloop.com](http://consultloop.com), (the “Website”) is subject to these Terms of Use. We may amend the Terms of Use so you should frequently review them. You consent to the Terms of Use listed herein by your use of the Website. If you do not agree with our Terms of Use, you should discontinue your use.

This Website and the content are provided "as is". We assume no responsibility in connection with your use of the Website, the services or the content provided herein. You may not distribute, modify, republish or publicly display any of the content or services unless you have the prior written permission of ConsultLoop.

## 2. User Conduct

You agree that you will not:

- I. Interfere with or disrupt the Website, the services, the content or servers or network connected to the Website, the services or the content, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website, the services or the content; or
- II. Intentionally or unintentionally violate any applicable municipal, state/provincial, national or international law.

## 3. Indemnity

You agree to indemnify, defend and hold harmless ConsultLoop and its subsidiaries, officers, directors, shareholders, employees, successors and assigns from and against any claim or demand, including legal fees, arising out of your use of the Website, your connection to the Website, the content or the services, your violation of the Terms of Use listed herein, your violation of any third party right, or your violation of any applicable law, obligations or rights properly belonging to another party.

## 4. Links

The Website may provide, or third parties may provide, links to other websites or resources. We have no control over such sites and resources. You agree that ConsultLoop does not endorse nor is responsible or liable for any content, advertising, products or other materials or information on or available from such sites. You further acknowledge and agree that ConsultLoop shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website or resource.

## 5. Proprietary Rights

You acknowledge and agree that:

- I. The content, including, without limitation, photographs or images, biographical information, news articles, press releases, statistics, illustrations, information, audio and video clips, is the property of, or is licensed by, ConsultLoop;
- II. Any necessary software used in connection with the Website contains proprietary and confidential information that is protected by applicable intellectual property and other laws and is either owned by or licensed to ConsultLoop; and
- III. Content contained on the Website or information presented to you through the Website and any services or content provided to you is protected by copyright, trademark, services marks, patents, or other proprietary rights and laws.

Except as expressly authorized by ConsultLoop, you agree not to reproduce, republish, upload, post, transmit, distribute, copy, publicly display or otherwise use the content, the services or any derivative work based on the information you have gained from the Website or the software in whole or in part. You also agree not to modify the software in any manner or form, or to use modified versions of the software.

## 6. Disclaimer of Warranties and Conditions

You expressly understand and agree that:

- I. The Website is provided on an "as is" and "as available" basis;
- II. ConsultLoop makes no warranty that (a) the Website, the services or the content will meet your requirements, (b) the Website, the services or the content will be uninterrupted, timely, secure or error-free, or (c) the results that may be obtained from your use of the Website, the services or the content will be accurate or reliable; and

- III. Any material downloaded or otherwise obtained through the use of the Website or the services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

ConsultLoop hereby disclaims such warranties.

## 7. Limitation of Liability

You expressly understand and agree that ConsultLoop shall not be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including resulting from:

- I. The use or the inability to use the Website, the services or the content;
- II. The cost of procurement of substitute services resulting from any data, information or services obtained or messages received or transactions entered into through or from the Website, the services or the content;
- III. Unauthorized access to or alteration of your transmissions or data;
- IV. Statements posted by, or the conduct of, any third party on the Website, the services or in the content, including, without limitation, the posting or transmission by third parties of defamatory, offensive or illegal material; or
- V. Any other matter relating to the Website, the services or the content. This limitation of liability applies, without limitation, to any damages or injury caused by any error, omission or other failure of performance by ConsultLoop, its affiliates, directors, officers, employees and business partners; any interruption, defect or delay in operation or transmission, including communication line failure; any computer virus; and any theft, destruction or alteration of, or unauthorized access to or use of, any electronic records.

## 8. Copyright Policy

We respect the intellectual property rights of others. In connection with this policy, ConsultLoop will not knowingly post content or other works of authorship that infringe the copyrights of others. If you believe that a work of copyright has been copied in any way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information:

- I. The name of the person authorized to act on the owner's behalf;
- II. A description of the work you claim has been infringed;
- III. A description of where the material that you claim is infringing is located on the Website;
- IV. Your name, address, telephone number and email address; and
- V. A statement by you that the above information is accurate and that you are the copyright owner or the authorized agent to act on the copyright owner's behalf.

## 9. General

- I. We reserve the right to modify or terminate your account or your access to the ConsultLoop Website for any reason, without notice, at any time, and without liability to you. You can deactivate your account upon request, submitted to us via email. If we terminate your access to the or you use the form detailed above to deactivate your account, any and all data will no longer be accessible through your account.
- II. Upon termination, all licenses and other rights granted to you in these Terms of Use will immediately cease.
- III. We reserve the right, in our sole discretion, to change these Terms of Use ("Updated Terms") from time to time. Unless we make a change for legal or administrative reasons, we will provide reasonable advance notice before the Updated Terms become effective. You agree that we may notify you of the Updated Terms by posting them on the Service, and that your use of the Service after the effective date of the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms of Use and any Updated Terms before using the Website. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Website from that point forward. These Terms of Use will govern any disputes arising before the effective date of the Updated Terms.
- IV. There may be links available on the Website, or from communications you receive from the Website, to third-party websites or features. There may also be links to third-party websites or features in images or comments within the Website. You expressly acknowledge and agree that ConsultLoop is in no way responsible or liable for any third-party services or features available through the Website. YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH THIRD PARTIES FOUND THROUGH THE WEBSITE ARE SOLELY BETWEEN YOU AND THE THIRD PARTY.
- V. You agree that you are responsible for all data charges you incur through use of the Website.

In the event any term or provision of these Terms of Use, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of these Terms of Use shall remain in full force and effect.