

## **INDIVIDUAL SUBSCRIBER LICENSE**

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#### **SUMMARY**

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#### **TERMS AND CONDITIONS**

##### **1.0 Definitions**

- 1.1 "Service" shall mean all online or electronic documentation, embedded code, programming, HTML, files, images, graphics, icons, content, and all intellectual property incorporated in or generated by KnowBC.com on the terms and conditions herein contained.
- 1.2 "Subscriber" shall mean the individual authorized to use the Service as herein licensed.
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"Term" of this Agreement shall commence as of the start date of access to the Service and shall continue for a period of one year or until access has been terminated. The Licensor will provide the Subscriber with detailed terms of renewal, including fees, at least ninety (90) days previous to the expiry of the Term.

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#### Subscription Fees

3.1 The Subscriber agrees to pay to the Licensor the Fees payable pursuant to the Licensor's pricing schedules.

All sales, excise or other taxes imposed by any government authority as well as any further additional charges, including shipping and handling, are in addition to the Fee and shall be paid by the Subscriber.

#### Use of Service

4.1 The Service is furnished under a licence agreement for the personal use of the Subscriber. Any commercial use, including but not limited to renting, leasing, sub-licensing, transferring or creating derivative works, is strictly prohibited. No copyright or trademark notices may be removed or obscured.

4.2 The Subscriber accepts any and all responsibility and liability, foreseen or unforeseen, for the use of the Service and/or any components, tools and features thereof. The Subscriber acknowledges that the Service includes features which provide access to electronic mail and Internet sites which are not governed by the Licensor and that the access to these features and/or Internet sites are at the sole responsibility and liability of the Subscriber.

The Subscriber shall use its best efforts to prevent any illegal use of the Service. The Subscriber is solely responsible for all security of and all access (including unauthorized access) to the Service by use of the assigned user name and password, or any other means of authentication so granted by the Licensor.

#### Limitation of Liability

5.1 The Licensor assumes no responsibility for the selection of this Service to achieve any intended purposes, for the proper use of this Service and for verifying the results obtained from use of this Service. The Licensor licenses this Service "as is" and does not warrant that the functions contained in this Service will meet any requirements, that the Service is fit for any particular purpose or that the operation of the Service will be uninterrupted or error-free.

- 5.2 The Licensor does not warrant that the Service is compatible with every Internet browser or with every workstation.
- 5.3 Should the Service or any part of it be found defective the Licensor's liability shall be limited to the replacement of same.
- 5.4 In no event will the Licensor be liable for any incidental, consequential or indirect damages (including but not limited to damages for loss of profits, interruption or loss of information) arising out of the use of or inability to use the Service, including if the Licensor or any authorized representative has been advised of the possibility of such damages.
- 5.5 The Licensor makes no representations or warranties, expressed or implied, nor assumes any responsibility or liability for any restriction, complication, noncompliance, suitability or non-compatibility of the technology, software or hardware used by the Subscriber to access and use the Service.
- The Subscriber agrees that the Licensor's liability hereunder for damages, regardless of form or action, will not exceed the Fee paid to the Licensor under this Agreement.

#### Rights of Licensor

- 6.1 The Licensor reserves the right to add or subtract services and data from the Service without warning. Notification of changes to the Service may be provided by way of notices posted prominently within the Service.
- Any rights not expressly provided for herein are reserved to the Licensor.

#### Termination of Agreement

- 7.1 Unless renewed by agreement between the Licensor and Subscriber, this Agreement shall immediately and automatically terminate i) upon the expiry of the term of the fully paid subscription to the Service; ii) upon the attempted illegal copying, distribution, transfer, assignment, lease or sale of the Service, or rights thereto, without the prior written consent of the Licensor; iii) upon the notice in writing given by one party to the other upon the violation by that party of any provision of this Agreement
- 7.2 Any and all use of the Service by the Subscriber following termination of the Licence term is prohibited and may result in additional fees and charges being levied against the Subscriber.

Paragraphs 2, 4, 5, 6 and 7 shall survive the termination or expiration of this Licence.

#### General Provisions

- 8.1 In the event of an inability or failure by the Licensor to carry out any of the terms of this Agreement due to any reasons which are beyond the reasonable control of the Licensor, then the Licensor shall not be liable to the Subscriber during the period and to the extent of such inability or failure. Where the period of any such disruption exceeds seven days, the Licensor will provide a pro-rated account credit or rebate to the Subscriber.
- 8.2 The Licensor's waiver, failure or delay to exercise any right, provision or entitlement herein shall not be deemed to constitute a waiver of same or any other provision,

right or entitlement herein.

8.3 This Agreement shall constitute the entire agreement between the parties and supersede all prior agreements and understandings, oral or written, express or implied, by and between any of the parties with respect to the subject matter of this Agreement.

8.4 These terms shall be governed by and construed in accordance with the laws of the Province of British Columbia.

8.5 If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired as a result of such event in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired as a result of such event, unless in either case as a result of such determination this Agreement would fail in its essential purpose.