

ORN - Orbus Referral Net Terms of Use

Introduction

The purpose of Orbus Referral Net is to help business professionals generate quality referrals and increase sales. In order to become a member and enjoy the Services (as defined below), you must read and accept the following terms and conditions of this agreement and our Privacy Policy.

Agreement Between Orbus International Business Networks Inc. (“Orbus”) and Users

You acknowledge and agree that by using ORN Orbus Referral Net, you are entering into a legally binding agreement (the “Agreement”) with Orbus (the “Company”, “we”, “our”, or “us”), and that by becoming a “User”, “Member” or “Viewer”, you acknowledge that you have read and understood these terms and conditions and that you agree to be bound by all aspects of this Agreement (both in letter and in spirit) and held responsible for any violations thereof. By accepting the terms of this Agreement, you also verify that you have read and understand our Privacy Policy. This statement supersedes any prior agreements (both oral or written). If any section of these terms is found to be unenforceable either in law or in practice, the rest of the agreement in its entirety will remain in effect. Additionally, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to affect the intention of the provision. The Company’s failure to act to enforce the Agreement does not constitute a waiver of said Agreement.

If you are using the Site as a representative for another company, that organization may have a separate agreement with us. However, as an individual user you are bound by this Agreement regardless of any other agreements entered into by the Company.

If you do not want to become a User, do not click “Join” or submit any information or view any of Orbus content or pages.

Certain Definitions

“Services” as used in this Agreement is defined as the features, services, products, and information made available through www.referralkey.com and any other Company branded or co-branded websites (the “Site”). All sub domains, mobile applications, financial platforms, payment processes, proprietary tools in current, or future use, constitute the Services, except as otherwise noted.

“Information” is defined as anything posted on the Site by you or by others or by the Company. This includes but is not limited to; contact information, profiles, business services, pictures, business connections, embedded media, personal details, advertisements, URL links, marketing

materials, rating scores, statements, general content and any other forms of communication posted on the Site.

Membership

If you are under the age of eighteen (18), you are prohibited from using or registering for the Site or the Services. Your membership may not be sold, assigned, or transferred to any other person or entity, and you may not maintain more than one account. If we terminate your account (see termination section below), you must gain approval from us to create a new one or reactivate an old one. Competitors of the Company are not to create accounts for use that are in competition with us. You attest to having all the equipment necessary to access the Site.

Submitted Information

When using the Site, you will be asked to provide certain Information about you and your business in order to accurately match you with resources that will help grow your business. Only accurate information will allow us to help you. If you submit Information to the Site, you attest that you are entitled to submit said Information, and doing so does not violate any other agreements. All information you provide will be accurate, current, and truthful to the best of your knowledge. If you provide any Information that is untrue, inaccurate, not current, or incomplete, or we suspect that such Information is untrue, inaccurate, not current, or incomplete, we reserve the right to discontinue future use of said Information.

You agree to register details about yourself that are true and that you will never impersonate any person or entity. You acknowledge and agree that all Information posted publicly or privately transmitted through the Site is the sole responsibility of the individual from which content originated. You expressly understand and agree that the Company shall not be liable to you for any direct or indirect use of the Site or Services, including without limitation any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of records, whether for breach of contract, negligence, or under any other cause or action. Furthermore, the Company cannot guarantee the identity of any other user or the authenticity of any data which users may supply.

Ownership of Information

Content shared on the Site, may or may not be deleted by us when an account is terminated. You understand that removed content may persist on the live site or in backup copies.

The Company retains an irrevocable, perpetual, worldwide, royalty-free right to duplicate, improve, distribute, publish, sell, remove, retain, add, process, analyze, use and commercialize, in any way now known or in the future discovered, any Information you provide directly or indirectly, on the Site, including but not limited to any user generated content, ideas, concepts, techniques or data, without any further consent, notice, and/or compensation to you or to any third parties.

Security

Members are responsible for providing all personal computer and communications equipment necessary to gain access to the Site and use of the Services, which is through a combination of a unique ID (email address) and a password chosen by the Member. You must keep your user name and password strictly confidential. You are solely responsible for maintaining the confidentiality of your password and are fully responsible for all activities that occur under your password or account with or without your knowledge.

You may not use or access other Members' accounts. You may not sell, trade or exchange your Orbus account or password to any other party. Members must promptly notify the Company of breaches of security, such as loss, theft, or unauthorized disclosure or use of your ID or password. Unauthorized access to the Service is a breach of this Agreement.

Until the Company is notified by e-mail at info@orbusreferral.com of a breach in security, the Member will remain liable for any unauthorized use of the Site or its Services.

Sending and Receiving Referrals

You acknowledge that by sending a referral on the Site, the person you are referring wishes to be contacted, has given you permission to share their contact information, and is expecting to be contacted by a Member.

You acknowledge that the Company is in no way responsible for the quality or quantity of referrals you receive. You acknowledge that it is your responsibility to follow up with the person referred to you and there is absolutely no guarantee that any referral will result in a sale for you.

You agree to follow-up with referred parties in a professional manner and should a referred person or organization not be interested in your services, you will no longer contact them for sales or any other purposes. You will not redistribute, sell, or share any contact information obtained on the Site.

The Company will not be liable for damages done to either personal and/or business reputation as a result of activities on the Site.

Ratings & Reviews and other User-generated Content

All ratings and reviews of a member displayed to you reflect the opinions of other consumers and professionals and do not reflect or represent the views, opinions or representations of the Company; its parent, subsidiary, or affiliated companies; or its employees, officers, directors, or shareholders, and we disclaim any and all representations or warranties with regard to the ratings and reviews. The Company does not assume responsibility or liability for any review or for any claims, damages, or losses resulting from any use of the Site or the materials contained therein.

The Company does not guarantee the accuracy, integrity, quality or appropriateness of any content transmitted to or through the Site. You acknowledge that we simply act as a passive conduit and an interactive Web-based computer platform for the publication and distribution of content and for the publication and distribution of any Information posted by users in response to content ("User Provider Content"). You understand and agree that all Information and User Provider Content posted on, transmitted through or linked through the Site is the sole responsibility of the person from whom such content originated. You understand that we do not control, and are not responsible for Information or User Provider Content made available through the Site, and that by using the Site and the Services, you may be exposed to Information that is inaccurate, misleading, or offensive. You agree that you must evaluate and make your own judgment, and bear all risks associated with, the use of any Information and User Provider Content. You further acknowledge that the Company has no obligation to screen, preview, monitor, or approve any Information or User Provider Content on the Site, or content posted or submitted by any Member or other user, although we may exercise the right to do so.

You agree that the Company is not responsible for the accessibility or unavailability of any Member or for your interactions and dealings with them, and you waive the right to bring or assert any claim against the Company relating to any interactions or dealings with any Member or other user, and release the Company from any and all liability for or relating to any interactions or dealings with members.

Privacy

Without limitation of the terms and conditions set forth in our Privacy Policy, you acknowledge that your submission of any Information to us is voluntary on your part, and that we may disclose personally identifiable information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to: (a) comply with any legal process, including but not limited to an enforceable court order or lawful third party subpoena; (b) enforce this Agreement; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property or personal safety of the Company, its Members and users, and/or the public.

Please note that certain Information (such as photographs and business profiles) which you may submit to us through the Site, or groups you choose to join might, or are likely to, reveal your gender, ethnic origin, nationality, age, religion and/or sexual orientation, and/or other personal information about you.

As the Company continues to develop its business, it might sell or buy other companies or assets or be acquired or have substantially all of its assets acquired by a third party. In such transactions, customer information generally is one of the transferred business assets. You hereby consent to the transfer of your information as one of the transferred assets and to be used for any purpose allowed under this Agreement.

Search Engine Optimization

Your Orbus membership includes complementary Search Engine Optimization (SEO) indexing of your Member profile. By joining the Site you acknowledge that your profile could be indexed by search engines and show up in search engine search results. While we make every effort to enable your profile to be indexed, we cannot guarantee indexing or placement on all or any search engines. There are many mitigating factors beyond our control, which could prevent your profile from being indexed, including but not limited to: a lack of relevant information on your profile and search engine issues beyond our control. We are not responsible for member profiles that have not been indexed.

Contact Importation

If you chose to import contacts you will do so in accordance with the 'Terms of Use' of the service from which you are importing, including but not limited to: Yahoo®, Gmail®, America Online®, MSNHotmail®, LinkedIn®, and Outlook® (the “Third Party Service Providers”). Automatic contact importation is a courtesy service of OpenInviter.com® while other importation methods such as CSV uploads are strictly user initiated and we will in no way be responsible for any information that it is imported nor will we be liable for any contractual agreements or violations of any Third Party Service Provider’s specific 'Terms of Use' agreed to by that service's members. The Company is in no way affiliated with the Third Party Service Providers. The Third Party Service Provider trademarks/logos are properties of their respective companies and are in no way connected with the Company. We will work in full compliance upon any request made by a Third Party Service Provider. Contact importation is for the primary purpose of allowing you to connect with people whom you already personally know and network with. If you are found spamming or using the importation feature for ANY malicious activities you will be subject to having your account terminated and may face criminal and/or civil prosecution.

If you use Orbus to connect with others, you may use features to send invites either to existing members or email addresses of people you know outside Orbus if they have not joined Orbus. The basic information of people whom you invite will be used to send your invite and follow-ups. When you send an invite your email address will appear within the invite to the recipient. You are prohibited from sending invites to people you do not already know and trust to connect with you. Abuse of this system may cause your account to be terminated. By providing email addresses or other information to Orbus, you represent that you have authority to do so.

Communication

Member communication is an important part of the Site and the Services. However, you should be aware that others will see the information you share. Confidential ideas, trade secrets, or future products should not be shared since public consumption of shared information may allow other users to view said content and incorporate it into their own business or for their own use. We will not adjudicate any disputes between users in those circumstances.

Termination

Your membership may be terminated at any time, with or without cause, by either the Company or you upon delivery of notice to the other in accordance with this Agreement. Upon termination of your membership, you lose access to the Services. The Company reserves the right to deny in its sole discretion any user access to the Site or any of the Services at its sole discretion. In addition, the Company may block access to the Site or the Services by identifying an IP address or range of IP addresses associated with you. Termination may result in the deletion of any Information provided or associated with the Member. If the Company terminates your membership for any cause, we reserve the right to immediately terminate your access and to initiate appropriate legal actions or proceedings to seek appropriate remedies and/or damages, including but not limited to lost revenue, repairs, legal fees, costs and expenses, and to seek injunctions or other equitable remedies.

Your Rights and Obligations

Access to the Site and the Services is for your personal and non-commercial use and you must abide by our policies and procedures published from time to time on our Site, which are incorporated here by reference. You may not copy, replicate, modify, distribute, perform, create derivative works from, transfer or sell any Information or Services obtained from the Site in any form except where expressly noted that the material is available for such purpose. Your access is also limited by the following:

- It is your obligation to comply with all applicable laws (including, privacy laws, intellectual property laws, export control laws, tax laws, and regulatory requirements).
- It is your obligation to provide accurate information to us and update it as necessary, review and comply with our Privacy Policy, and review and comply with notices sent to you by the Company.
- Your reviews and ratings must be based upon your actual first-hand experiences with the Members you are reviewing. Your reviews and ratings of the member that you are rating will be accurate, truthful and complete in all respects.
- You shall not work for, own any interest in or serve on the board of directors of, any of the Members for which you submit reviews and ratings. You shall not work for, own any interest in or serve on the board of directors of any competitors of the Members for which you submit reviews and ratings. You may not in any way be related (by blood, adoption or marriage, if the Member is an individual) to any of the Members for which you submit reviews or ratings.
- You are prohibited from writing dishonestly or unprofessionally or engaging in unprofessional behavior by posting inappropriate, inaccurate, or objectionable content.
- You are prohibited from reverse engineering, decompiling, disassembling, deciphering, or otherwise attempting to derive the source code for any underlying intellectual property used to provide the Site, the Services, or any part thereof.
- You may not imply or state, directly or indirectly, that you are affiliated with or endorsed by the Company.

- You are prohibited from adapting, modifying or creating derivative works based on our intellectual property.
- You may not use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” any web pages or other services contained in the site.
- You will not submit reviews posts or other content that are encrypted or that contain viruses, Trojan horses, worms, time bombs, spiders, cancelbots or other computer programming routines that are intended to damage, interfere with, disrupt, impair, disable or otherwise overburden our Site or servers.
- You are prohibited from using bots or other automated methods to add or download contacts, send or redirect messages or other activities.
- Engaging in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Site or the Services is prohibited.
- You will not do anything that could disable, overburden, or impair the proper working of the Site, such as a denial of service attack.
- You are prohibited from sending communications that harass, abuse or harm another person, or that is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
- You will not impersonate, or attempt to impersonate, any other person, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting relationships with the Company.
- You may not participate, directly or indirectly, in the setting up or development of a network that seeks to implement practices that are similar to sales by network or the recruitment of independent home salespeople to the purposes of creating a pyramid scheme or other similar practices such as multi-level marketing (MLM).
- You will not facilitate or encourage any violations of this Agreement, nor will you post content or take any action on the Company that infringes or violates someone else's rights or otherwise violates the law.

Logo Information

The name “Orbus Referral Net” and logo are marks of Orbus. You agree not to display or use these marks in any manner without the Company’s prior, written permission.

Use of Third Party Sites and Services

We allow Members to post information on other third party Web sites such as Facebook, Twitter, and LinkedIn. If you choose to post information to any third party Web site, then you agree to do so in accordance with that Web site’s terms of use. You are fully responsible for adhering to any agreement you have made with other parties, and the Company will bear no responsibility for any violation of any other agreement you may have. The Company cannot guarantee or be responsible for the success of publishing content to any other Web site as we have no control over those sites.

The links provided on the Site may direct you to a third party Web site. The linked sites are not under our control and we are not responsible for the contents or functionality of any linked site or any link contained in a linked site, or any changes or updates to such sites. We are not responsible for webcasting or any other form of transmission received from any linked site. We provide these links to you only as a convenience, and the inclusion of any link does not imply endorsement of the site by us.

Use of the Site through Mobile Devices

If you access the Site or the Services through a mobile device, you agree that information about your use may be communicated to us, including but not limited to your mobile carrier, your type of mobile device, areas of the Site visited, or your physical location. In addition, your use of the Site or the Services through a mobile device may cause data to be displayed on and through your mobile device. By accessing the Site or the Services using a mobile device, you represent that to the extent you import any of the Information on the Site to your mobile device that you have authority to share the transferred data with your mobile carrier or other access provider. Therefore, you should check with your provider to find out if access to the Site is available and the terms for these services for your specific mobile devices. Finally, by using any downloadable application to enable your use of the Site or the Services, you are explicitly confirming your acceptance of the terms of any End User License Agreement associated with the application provided at download or installation, or as may be updated from time to time.

We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply. In the event you change or deactivate your mobile telephone number, it is your responsibility to update your Orbus account information promptly to prevent Information being sent to your old number.

Modification to the Terms of Use

We reserve the right to modify, supplement, or replace the terms in this Agreement at any time with or without notice. If you do not want to agree to the updated Agreement it is your responsibility to terminate your membership and discontinue use of the Site (see our section on termination).

Indemnification

By entering into this Agreement, you agree to indemnify and otherwise hold harmless the Company, its officers, employees, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages, losses, or costs (including without limitation, attorneys' fees) resulting from (1) your use of the Site or the Services; (2) unauthorized access to or alteration of your communications with or through Orbus, (3) your failure to comply with this Agreement, (4) any content you submit to us or the Site, or (5) any other matter relating to the Site or Services. Any business transactions which may arise between users from their use of the Site or the Services are the sole responsibility of the users involved.

Disclaimer of Warranties

WE TRY TO KEEP THE SITE AND THE SERVICES AVAILABLE, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SITE AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THAT THE COMPANY ASSUMES NO RESPONSIBILITY FOR PROMPT OR PROPER DELIVERY OR RETENTION OF ANY USER INFORMATION OR COMMUNICATIONS BETWEEN USERS, OR FOR THE ACCURACY OR EXISTENCE OF ANY COMMUNICATIONS BETWEEN USERS. THE COMPANY 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. THE COMPANY MAKES NO WARRANTY THAT (1) THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, (2) THE SITE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE OR SERVICES WILL BE ACCURATE OR RELIABLE, (4) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE OR SERVICES WILL MEET YOUR EXPECTATIONS, (5) ANY CONTENT OR INFORMATION YOU PROVIDE OR WE COLLECT WILL NOT BE DISCLOSED, AND (6) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND 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.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH OR FROM THE SITE OR THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TERMS OF USE AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

The Company does not endorse and is not responsible or liable for any Information or other content, advertising, products, goods or services available or unavailable from, or through, any Members. Your dealings with, or participation in promotions of any members, and any other terms, conditions, representations or warranties associated with such dealings, are between you and such members exclusively and do not involve the Company. You should make whatever

investigation or other resources that you deem necessary or appropriate before hiring or engaging Members.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SOME JURISDICTIONS ALLOW NEITHER THE EXCLUSION OF THE LIMITATION NOR EXCLUSION OF LIABILITY FOR INCIDENTAL NOR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT WILL ORBUS'S TOTAL CUMULATIVE DAMAGES EXCEED USD \$100.

Changing Service

For as long as we continue to offer access to the Site or the Services, we will provide and seek to develop the Site and to update, improve, and expand the Services. As a result, we allow you to access the Site and the Services as they may exist and be available on any given day and have no other obligations, except as expressly stated in this Agreement. We may modify, replace, refuse access to, suspend or discontinue the Site or the Services, partially or entirely, or change and modify prices for all or part of the Services in our sole discretion, and we shall not be liable to you or to any third party for any such modification, suspension, or discontinuance. All of these changes shall be effective upon their posting on our site or by direct communication to you unless otherwise noted. We further reserve the right to withhold, remove and/or discard any Information or other content available as part of your account, with or without notice if deemed by us to be contrary to this Agreement. For avoidance of doubt, Orbus has no obligation to store, maintain or provide you a copy of any content that you or other users provide when using the Site or the Services.

You acknowledge and agree that we may establish general practices, policies and limits, which may or may not be published, concerning the use of the service, including without limitation, the time that reviews and ratings will be retained, the maximum number of reviews and ratings that may be sent from an account, the length of reviews and ratings sent, and the maximum number of times and the maximum duration for which you may access the service in a given period of time. You agree that Orbus has no responsibility or liability for the deletion or failure to store any reviews, ratings and other communications maintained or transmitted by or through Orbus. You agree that Orbus has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

BREACH OF AGREEMENT AND LIQUIDATED DAMAGES

You understand and agree that, because damages are often difficult to calculate, if it becomes necessary for the Company to pursue legal action to enforce the terms and conditions of this

Agreement, you will be liable to pay us the following amounts as liquidated damages, which you accept as reasonable estimates of our damages for the specified breaches of this Agreement:

- If you post content in violation of this Agreement, you agree to promptly pay the Company One Thousand Dollars (\$1,000) for each breaching item of content. We may (but shall not be required to) to issue you a warning before assessing damages.
- If you copy, duplicate, reproduce, sell, re-sell, or exploit for any purpose any content in violation of this Agreement, you agree to pay Ten Thousand Dollars (\$10,000).
- If you use computer programming routines that are intended to aggregate records or reports from the Site or the Services or otherwise damage, interfere with, disrupt, impair, disable or otherwise overburden our Site, you agree to pay One Hundred Dollars (\$100) for each report or record that is aggregated, disrupted, damaged or otherwise affected by you.
- In all other cases, you agree to pay the actual damages suffered by the Company, including, but not limited to attorneys' fees and court costs, to the extent such actual damages can be reasonably calculated.

Notwithstanding any other provision of this Agreement, we reserve the right to seek the remedy of specific performance of any term contained herein, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in this Agreement, or any combination thereof.

Export Control

Your use of the Site or the Services, including our software, is subject to export and re-export control laws and regulations of Canada. You shall not — directly or indirectly — sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end-user without obtaining the required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving Canadian origin products, including services or software.

Entire Agreement

This Agreement constitutes the entire agreement between you and the Company and governs your use of the Site and the Services, superseding any prior agreements between you and the Company.

Governing Law and Miscellaneous

This Agreement and the relationship between you and the Company will be governed by the laws of the Province of British Columbia, Canada, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where you may be located, or any other jurisdiction. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of this Agreement or related to your use of the Site or the Services shall be filed within one (1) year after such claim or cause of action arose or will

forever be barred. Use of the Site or the Services is void where prohibited. You irrevocably and unconditionally (i) consent to submit to the exclusive jurisdiction of the provincial courts of the Province of British Columbia, Canada (the “BC Courts”) for any litigation or dispute arising out of or relating to this Agreement, (ii) agree not to commence any litigation arising out of or relating to this Agreement except in the BC Courts, (iii) agree not to plead or claim that such litigation brought therein has been brought in an inconvenient forum, and (iv) agree the BC Courts represent the exclusive jurisdiction for all disputes relating to this Agreement.

If any provision(s) of this Agreement 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. The Company’s failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance.

Feedback

We welcome feedback. In order to improve the Site or the Services, please send us suggestions and ideas, though note that any ideas, specifications, drawings, concepts, or other information will be and remain the property of the Company.

Notify us of any acts contrary to the Agreement. If you believe that you are entitled or obligated to act contrary to this Agreement under any mandatory law, you agree to provide us with detailed and substantiated explanation of your reasons in writing at least 30 days before you act contrary to this Agreement, to allow us to assess whether we may, at our sole discretion, provide an alternative remedy for the situation, though we are under no obligation to do so.

If you have any questions regarding these Terms of Use, you may contact us at info@orbusnetworks.com