

General Terms of Use Agreement

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY.

This Agreement governs your use of OSF GLOBAL SERVICES® product(s) and is additional to the Privacy Policy OSF GLOBAL SERVICES® websites. By using the Product(s), you accept these terms and conditions of use. If you do not accept these terms and conditions of use, or any future changes to this Agreement (as defined below), (a) you should refuse to accept any updated terms proposed to you by OSF; and (b) you must discontinue using the Product(s).

1. YOUR AGREEMENT WITH OSF:

- 1.1 This document sets forth your legal agreement with OSF GLOBAL SERVICES® agents and affiliates (collectively, “OSF”). Your use of any OSF Product(s) directly or indirectly by a link to the Product(s), is subject to these “General Terms of Use”.
- 1.2 Choice of Law. Your relationship with OSF indicates that you agree to be bound by the laws of the Province of Quebec and Canadian business and consumer laws.
- 1.3 OSF may change the Terms at its sole discretion. If we change the Terms, then we will make a new copy available at <http://www.osf-global.com/>. Your use of the Product(s) is subject to the most current version of the Terms at the time of such use.

2. AGREEMENT DEFINITIONS:

Definitions. Unless otherwise defined, capitalized terms used throughout these General Terms have the meanings stated below:

- 2.1 “Account Information” means the information you provide to OSF when you register for a service, including your OSF ID.
- 2.2 “Intellectual Property Rights” means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, and any other intellectual and proprietary rights.
- 2.3 “License” means legal permission to use the OSF product.

- 2.4 “Make Available” means to email, post, transmit, upload, or otherwise make available through your use of the Product(s).
- 2.5 “Materials” means any materials provided by OSF and any User Content, including, without limitation, any (a) information, data, documents, images, photographs, graphics, audio, videos, or webcasts, (b) products, and (c) Software.
- 2.6 “Product(s)” means either one or multiple product offerings produced by OSF; here the subject of use by the User.
- 2.7 “Shared Content” means the User Content that you or other Users share through the Product(s).
- 2.8 “Software” means OSF software code and associated documentation, including without limitation any mobile and tablet applications related to the Products, content files, drivers, patches, or fonts.
- 2.9 “Subscription” means User payment for the right of licensing use of the OSF product.
- 2.10 “User” means a user of the Service.
- 2.11 “User Content” means Your Content.
- 2.12 “Your Content” separately, means any Materials that you Make Available through your use of the Product(s).

3. SOFTWARE LICENSE, USE OF PRODUCT(S)

If you obtained the Software from OSF or one of its authorized licensees, and subject to your compliance with the terms of this agreement, OSF grants to you a non-exclusive license to Use the Software in the manner and for the purposes described in the as follows:

- 3.1 General Use. Your assent to this Agreement allows you to use one or more of the Products. This Agreement applies to you and, if applicable, any legal entity on whose behalf the Product(s) is used. OSF may discontinue or add new Products, aspects, or features to certain Products ("Features") from time to time at its sole discretion. If new or amended terms for such new Products or Features are presented to you by OSF, you are not entitled to use any Products or Features unless you agree to new or amended terms. In addition, changes to the OSF Privacy Policy may also occur from time to time without notice, requiring User to separately reference this policy on occasion at the User`s discretion.

- 3.2 Use of Copy. You may install and Use one copy of the Software on your Compatible Computer or Applicable Device.
- 3.3 Distribution. This agreement does not allow you the right to sublicense, sell, or distribute the Software.
- 3.4 Backup Copy. You may make one backup copy of the Software, providing your backup copy is not installed or used other than for archival purposes. You may not transfer the rights to a backup copy unless you transfer all rights in the Software under Section 6.
- 3.5 Access to Product(s). You acknowledge that your ability to access the Product(s) may require the payment of third party fees (such as telephone toll charges, ISP, or airtime charges) and that you are responsible for paying such fees. OSF is not responsible for any equipment you may need to be able to access the Product(s). The Product(s) may not be available in all languages.
- 3.6 Registration. If a registration form was required of you, you agree to provide true, accurate, current and complete information about yourself and your organization, as applicable, as requested in the registration form and elsewhere on this website, and further agree to update such information if it changes.
- 3.7 Your Confidential Information. If you maintain confidential information, trade secrets, or other sensitive information in conjunction with the use of the Product(s), you are solely responsible for implementing safeguards for such information.

4. OBLIGATIONS AND RESTRICTIONS

- 4.1 Notices. You shall not alter or remove any copyright or other proprietary notice that appears on or in the Software.
- 4.2 No Modification or Reverse Engineering. You shall not modify, adapt, translate, or create derivative works based upon the Software. You shall not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software.

5. USER SUBSCRIPTION

- 5.1 OSF will provide Access to the Product to User and users authorized by User in accordance with the terms and conditions of this Agreement.

5.2 User will provide true, accurate, current and complete information when requesting their subscription to the Product, and will maintain and promptly update the User information to keep it true, accurate, current and complete.

5.3 In order to purchase Product(s), User must provide to OSF certain User Data including a valid current credit card and User's authorization to OSF or its agents to charge this registered credit card for all amounts due and owing by User to OSF for Product(s) transactions by User and/or Users authorized by User, in accordance with all terms and conditions of such transactions.

5.4 OSF does not claim ownership of the Content that User publishes, disseminates, or transmits while using User's Subscription.

5.5 OSF does not acquire any rights to any User Data.

5.6 The Subscription and the License it creates are effective unless terminated by OSF as Licensor. User as Licensee may terminate this license at any time by deleting the software from their system and other storage media. The License automatically terminates if User breaches any term of this Agreement.

6. TRANSFER

You are not authorized to rent, lease, sublicense, assign, or transfer your rights in the Software, nor copy and distribute any portion of the Software to another user's Computer. An exception may be permitted as expressed in this agreement, on condition that you transfer all your rights to Use the Software to another person or legal entity provided that: (a) you transfer (i) this agreement, and (ii) the Software and all other hardware bundled or pre-installed with the Software, including all copies, updates, and prior versions, to such person or entity, (b) you do not retain any copies or backups copies stored on a Computer, and (c) the receiving party accepts the terms and conditions of this agreement and any other terms and conditions upon which you obtained a valid license to the Software.

7. THIRD PARTY INTERACTIONS

Access to the Product may involve communications and transactions with third parties. All such communications and transactions may be subject to different or additional terms and conditions. User's correspondence or business interactions which include payment and delivery of related services and/or Products, and with other terms, conditions, warranties or representations associated with such are solely between you and such advertiser. You agree that OSF shall not be responsible or liable for any loss or damage incurred result of any such dealings with third parties.

8. PRIVACY & SECURITY

8.1 OSF privacy and security policies may be viewed here:

<http://www.osf-global.com/privacy-statement>

8.2 OSF reserves the right to modify its privacy and security policies in its sole discretion from time to time.

8.3 In addition to the Privacy Policy, from time to time you may be required to communicate specific permission “opt-in”, or to deny or revoke permissions “opt-out” to certain uses of your User Data. In such cases you agree that your decision to “opt- in” or “opt-out” may result in denial of Access to certain Offerings or termination of your User Account.

8.4 The Product(s) may include links to other Web sites and third parties with privacy policies that may differ from the OSF’s Privacy Policy. Please note that if you submit confidential information to any third parties, you are subject to their separate privacy policies and OSF’s privacy policy does not apply to the external information you shared.

All Users of this Product(s) acknowledge that all information collected is in connection with the Product(s) is retained by OSF and may be transferred across national boundaries and stored and processed in any of the countries of which OSF is located.

8.5 Information Collected. In addition to the Information collected set forth within this agreement, Section 8 (Privacy and Security) and the OSF Online Privacy Policy Agreement you permit us to collect information regarding your use of the Product(s), such as the name of the Internet Service Provider and the Internet Protocol address in which you access the Internet, from the date of access to OSF Product(s). This also includes the Internet address of all referring Web site and the Internet address of the Web site and/or

name, version number, and language preference of the software from which you linked directly to the Product(s). OSF may collect your confidential information regarding your use of the Product(s) such as the features that you utilize with the Product(s). OSF uses the information referenced in this section to support and improve the Product(s), to prevent abuse and provide support, in compliance with legal responsibilities and upon “opting-in” to receive communications from OSF to send to you communications about OSF and its Product(s).

- 8.6 SECURITY. OSF has implemented technical safeguards and procedures to protect communications with the Product(s).
- 8.7 Communications from OSF. Notwithstanding any communication preferences indicated by you, OSF may send to you product-related electronic communication regarding service maintenance events or modifications to the functionality or delivery of Product(s).

9. INTELLECTUAL PROPERTY OWNERSHIP

- 9.1 OSF and its applicable licensors, retain all copy rights to the title, interest, and related Intellectual Property Rights of the OSF Product(s) and Services. All additional material with suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by User or any other person relating to the Product(s) remains the property right of OSF.
- 9.2 This Agreement is not a sale and does not convey to User any rights of ownership in or related to the Product(s), the OSF Product(s), and or the Intellectual Property Rights owned by OSF.
- 9.3 The OSF name, the OSF logo, and the product names associated with the Product(s) are trademarks of OSF or third parties, and no right or license is granted to use them.
- 9.4 User acknowledges that the Product(s) contains Content that may be protected by copyright, trademark, or other proprietary rights of OSF or other third parties. User may not use any OSF logo or other proprietary graphic or trademark without express written permission.

10. REPRESENTATIONS & WARRANTIES

- 10.1 Each Party represents and warrants that it has the legal power and authority to enter into this Agreement.
- 10.2 OSF represents and warrants that it will provide the Product(s) in a manner consistent with generally applicable industry standards and that the Product(s) will perform substantially in accordance with normal use and circumstances.
- 10.3 User represents and warrants as follows:
 - 10.3.1. The information provided by User in the User Account registration is true, accurate, and complete, to the best of User's actual knowledge;
 - 10.3.2. User has not falsely identified itself or any User authorized by User;
 - 10.3.3. User is of sufficient legal age to use the Product(s) and to create binding legal obligations for any liability that User may incur as a result of the use of the Product(s);
 - 10.3.4. User will be financially responsible for all acts by User(s) authorized by User in using Access to the Product(s) including without limitation, the acts of any minors living with or employed by User.
 - 10.3.5. User has permission and rights to use any Content, information or files that are copy written by a third party. User represents and warrants to OSF that all such permissions have been obtained, and evidence of all necessary permissions may be requested by OSF.

11. INDEMNITY

- 11.1 User shall indemnify and hold harmless OSF and its affiliates, officers, directors, employees, attorneys, agents, licensors, and their affiliates from and against any and all claims, expenses, damages, losses, liabilities and expenses legal expenses arising out of or in connection with:
 - 11.1.1. Any use of Access to the Product(s) by any person, whether or not authorized by you, not arising from the negligence of OSF terms and conditions;
 - 11.1.2. Any breach of this Product Agreement.
 - 11.1.3. User will indemnify and hold harmless User from any and all claims resulting from User's negligence, intentional failure or inability to obtain proper copyright permissions.
- 11.2 OSF reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with OSF defense of such claim.

12. DISCLAIMER OF WARRANTIES

- 12.1 OSF MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE PRODUCT(S) OR ANY CONTENT THEREIN.
- 12.2 OSF DOES NOT REPRESENT OR WARRANT: 12.2.1. THAT YOUR USE OF THE PRODUCT(S) WILL BE SECURE, TIMELY, UNINTERRUPTED, ERROR- FREE, OR OPERATE WITH ANY SPECIFIC COMBINATION OF HARDWARE, SOFTWARE, SYSTEM OR DATA; 12.2.2. THAT THE PRODUCT(S) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; 12.2.3. THAT THE QUALITY OF ANY FEATURES IN THE PRODUCT(S) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; 12.2.5. THAT ANY OFFERINGS IN THE PRODUCT(S) BY OSF GLOBAL SERVICES® OR THIRD PARTIES DO NOT INFRINGE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES; OR 12.2.6. THAT THE PRODUCT(S) OR ANY OFFERING AVAILABLE IN THE MARKEPTLACE WILL BE FREE OF VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.
- 12.3 YOU ARE PERMITTED ACCESS TO THE PRODUCT(S) AND ALL CONTENT STRICTLY ON AN AS IS BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 12.4 OSF may change, suspend or discontinue all or any aspect of the Product(s) at any time, including the availability of any feature, without prior notice or liability.
- 12.5 Certain jurisdictions may not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to User.

13. LIMITATION OF LIABILITY

Neither Party shall be liable to the other for any special, indirect, punitive, incidental or consequential damages (including loss of use, data, business, profits, or other economic advantage) arising out of or in connection with this Agreement or Access to the Product(s) or any Offering in the Product(s), whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not such Party has been advised of the possibility of such loss or damage.