

TERMS AND CONDITIONS OF USE

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1. Understanding your rights and responsibilities as a LlamaLink user

These terms (the “**Terms**”) govern your use of all websites and mobile content operated by Sara Solomon doing business as LlamaLink and any other company or business operated by Sara Solomon, including any of its subsidiaries (collectively, “**LlamaLink**”) and Social Media Pages (defined later in these Terms) (individually referred to as a “**LlamaLink Website**” and collectively referred to as the “**LlamaLink Websites**”).

If you access and use the LlamaLink Websites, you accept and agree to be bound by and comply with the (i) Terms, (ii) any terms, conditions, legal notices and disclaimers in the footers, content, other pages of the Websites and behind links, buttons or icons on the Websites (the “**Additional Terms**”); and (iii) our Privacy Policy, which is incorporated into these Terms by reference. LlamaLink may revise these Terms at any time by posting an updated version to this LlamaLink Website. You should visit this page periodically to review the most current Terms because they are binding on you.

The Terms and Additional Terms also apply when you use a downloadable application or other technology to access any features, functionality, content and/or information that is made available or provided on the Websites. Users who violate these Terms may have their access and use of the LlamaLink Websites suspended or terminated, at LlamaLink’s sole discretion.

2. Privacy Reminder

It is important for you to protect your personal information and to ensure that any personal information you provide to prospective employers is used in accordance with law.

3. Terms of Use

The LlamaLink Websites include, without limitation, www.llamalink.ca and include the LlamaLink Services. The LlamaLink Services are defined as the applications and services offered by LlamaLink, including an on-line service to post and search employment opportunities and including any application accessed through any mobile or other interface that allows you to access such application (collectively, “**LlamaLink Services**”).

The LlamaLink Websites also include tools such as on-line communities and communication tools designed to facilitate professional and personal networking (“**LlamaLink Networking**”) among users of the LlamaLink Websites (“**Users**”). The LlamaLink Websites also allow Users to create individual profiles, which may include personal information (“**Profiles**”), and to make these Profiles, or aspects thereof, public.

To use the LlamaLink Services, you must be at least 19 years old; however, if the law in your jurisdiction requires that you must be older in order for us to provide the LlamaLink Services to you without parental consent, then the minimum age is such older age. **[NTD: Confirm the minimum age]**

4. Use of LlamaLink IP.

Certain names, words, titles, phrases, logos, icons, video, information, software, audio files graphics or designs, or other content on the LlamaLink Websites (the “**LlamaLink IP**”) are protected under copyright, trademark and other laws. All LlamaLink IP is the property of LlamaLink or its licensors. The compilation of all content on the LlamaLink Websites is the exclusive property of LlamaLink and is protected by copyright, trademark, and other laws. Unauthorized use of the LlamaLink IP may violate these laws and/or applicable communications regulations and statutes, and is strictly prohibited.

Any code that LlamaLink creates to generate or display any LlamaLink IP or the pages making up any LlamaLink Websites is also protected by LlamaLink's copyright and you may not copy or adapt such code.

You agree not to sell or modify the LlamaLink IP or reproduce, display, publicly perform, distribute, or otherwise use the LlamaLink IP in any way for any public or commercial purpose, in connection with products or services that are not those of the LlamaLink Websites, in any other manner that is likely to cause confusion among consumers, that disparages or discredits LlamaLink or its licensors, that dilutes the strength of LlamaLink's or its licensor's property, or that otherwise infringes LlamaLink's or its licensor's intellectual property rights. You further agree to in no other way misuse LlamaLink IP. The use of the LlamaLink IP on any other application, website or in a networked computer environment for any purpose is prohibited. Any code that LlamaLink creates to generate or display any LlamaLink IP or the pages making up any Application or Service is also protected by LlamaLink's copyright and you may not copy or adapt such code.

5. Use of the LlamaLink Services.

The shift notifications, sublist requests and Profile database (“**LlamaLink Work Database**”) and other features of the LlamaLink Websites may be used only by individuals seeking casual employment and/or career information and by employers seeking casual employees. In addition, LlamaLink Networking and Profiles may be used by individuals for permitted professional and personal networking purposes. Your use of the LlamaLink Services is also subject to any other contracts you may have with LlamaLink. In the case of any conflict between these Terms and any contract you have with LlamaLink, the terms of your contract will prevail. The term “post” as used herein shall mean information that you submit, publish or display on a LlamaLink Website.

All LlamaLink Users agree to not:

- (a) transmit, post, distribute, store or destroy material, including without limitation LlamaLink IP, in violation of any applicable law or regulation, including but not limited to laws or regulations governing the collection, processing, or transfer of personal information, or in breach of LlamaLink's privacy policy;
- (b) take any action that imposes an unreasonable or disproportionately large load on any LlamaLink Website's infrastructure;
- (c) use any device to navigate or search any LlamaLink Websites other than the tools available on LlamaLink Websites, generally available third-party web browsers, or other tools approved by LlamaLink;

- (d) use any data mining, robots or similar data gathering or extraction methods;
- (e) violate or attempt to violate the security of any LlamaLink Website including attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- (f) forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;
- (g) reverse engineer or decompile any parts of any LlamaLink Website;
- (h) aggregate, copy or duplicate in any manner any of the LlamaLink IP or information available from any LlamaLink Websites, including expired shift notifications and sublist requests, other than as permitted by these Terms;
- (i) frame or link to any LlamaLink IP or information available from any LlamaLink Websites, unless permitted by these Terms;
- (j) post any content or material that promotes or endorses false or misleading information or illegal activities, or endorses or provides instructional information about illegal activities or other activities prohibited by these Terms, such as making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating media;
- (k) post any Profile or apply for any job on behalf of another party;
- (l) defer any contact from an employer to any agent, agency, or other third party;
- (m) set more than one copy of the same Profile to public at any one time;
- (n) share with a third party any login credentials to any LlamaLink Websites;
- (o) access data not intended for you or logging into a server or account which you are not authorized to access;
- (p) post or submit to any LlamaLink Websites any incomplete, false or inaccurate biographical information or information which is not your own;
- (q) post content that contains restricted or password-only access pages, or hidden pages or images;
- (r) solicit passwords or personally identifiable information from other Users;
- (s) delete or alter any material posted by any other person or entity;
- (t) harass, incite harassment or advocate harassment of any group, company, or individual;
- (u) send unsolicited mail or email, make unsolicited phone calls or send unsolicited faxes promoting and/or advertising products or services to any User, or contact any users that have specifically requested not to be contacted by you;

- (v) attempt to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to any LlamaLink Websites, overloading, “flooding”, “spamming”, “mailbombing” or “crashing”;
- (w) promote or endorse an illegal or unauthorized copy of another person's copyrighted work, such by as providing or making available pirated computer programs or links to them, providing or making available information to circumvent manufacture-installed copy-protect devices, or providing or making available pirated music or other media or links to pirated music or other media files; or
- (x) use the LlamaLink Services for any unlawful purpose or any illegal activity, or post or submit any content, Profile, shift notifications or sublist requests that is defamatory, libelous, implicitly or explicitly offensive, vulgar, obscene, threatening, abusive, hateful, racist, discriminatory, of a menacing character or likely to cause annoyance, inconvenience, embarrassment, anxiety or could cause harassment to any person or include any links to pornographic, indecent or sexually explicit material of any kind, as determined by LlamaLink’s discretion.

Violations of system or network security may result in civil and/or criminal liability. LlamaLink will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

You are responsible for maintaining the confidentiality of your account, Profile and passwords, as applicable. You may not share your password or other account access information with any other party, temporarily or permanently, and you shall be responsible for all uses of your LlamaLink Websites registrations and passwords, whether or not authorized by you. You agree to immediately notify LlamaLink of any unauthorized use of your account, Profile, or passwords.

6. Additional Terms Applicable to Employers.

Employers are solely responsible for their shift notifications and sublist requests on LlamaLink Websites. LlamaLink is not to be considered to be an employer with respect to your use of any LlamaLink Websites and LlamaLink shall not be responsible for any employment decisions, for whatever reason, made by any entity notifying or requesting jobs on any LlamaLink Websites.

You understand and acknowledge that if you cancel your employer account or your employer account is terminated, all your account information from LlamaLink, including saved Profiles, event/shift history, calendars, conversations and network contacts will be marked as deleted and may be deleted from LlamaLink's databases. Information may continue to be available for some period of time because of delays in propagating such deletion through LlamaLink’s web servers.

In order to protect our LlamaLink Users from commercial advertising or solicitation, LlamaLink reserves the right to restrict the number of e-mails which an employer may send to Users to a number which LlamaLink deems appropriate in its sole discretion. You shall use the LlamaLink Networking and Profiles in accordance with all applicable privacy and data protection laws.

Profiles derived from User Content may also be made available through the LlamaLink Websites. LlamaLink does not make any representations regarding the accuracy or validity of such derived works or their appropriateness for evaluation by employers. Profiles may vary significantly from User Content.

A shift notification or sublist request may not contain:

- (a) any hyperlinks, other than those specifically authorized by LlamaLink;
- (b) misleading, unreadable, or “hidden” keywords, repeated keywords or keywords that are irrelevant to the job opportunity being presented, as determined in LlamaLink’s reasonable discretion;
- (c) the names, logos or trademarks of unaffiliated companies other than those of your own save where expressly agreed by LlamaLink;
- (d) the names of universities, cities, states, provinces, towns or countries that are unrelated to the shift notifications or sublist requests;
- (e) more than one job or job description, more than one location, or more than one job category, unless the product so allows;
- (f) inaccurate, false, or misleading information; and
- (g) material or links to material that exploits people in a sexual, violent or other manner, or solicits personal information from anyone under 18.

You may not use your LlamaLink shift notifications or sublist requests or LlamaLink Networking and Profiles to:

- (a) post jobs in a manner that does not comply with applicable local, national and international laws, including but not limited to laws relating to labor and employment, equal employment opportunity and employment eligibility requirements, data privacy, data access and use, and intellectual property;
- (b) post jobs that require citizenship of any particular country or lawful permanent residence in a country as a condition of employment, unless otherwise required in order to comply with law, regulations, executive order, or federal, state or local government contract;
- (c) post jobs that include any screening requirement or criterion in connection with shift notifications or sublist requests where such requirement or criterion is not an actual and legal requirement of the posted job;
- (d) sell, promote or advertise products or services;
- (e) post any franchise, pyramid scheme, “club membership”, distributorship, multi-level marketing opportunity, or sales representative agency arrangement;
- (f) post any business opportunity that requires an up front or periodic payment or requires recruitment of other members, sub-distributors or sub-agents;
- (h) post any business opportunity that pays commission only unless the shift notifications or sublist requests clearly states that the available job pays commission only and clearly describes the product or service that the job seeker would be selling;

- (i) promote any opportunity that does not represent bona fide employment;
- (j) post jobs on any LlamaLink Websites for any jobs other than jobs relating to casual employment at child care centres. For greater certainty, no contract or long-term positions may be posted;
- (k) endorse a particular political party, political agenda, political position or issue;
- (l) except where allowed by applicable law, post jobs which require the applicant to provide information relating to his/her (i) racial or ethnic origin (ii) political beliefs (iii) philosophical or religious beliefs (iv) membership of a trade union (v) physical or mental health (vi) sexual orientation (vii) the commission of criminal offences or proceedings or (viii) age.

LlamaLink reserves the right to remove any shift notifications or sublist requests or content from any LlamaLink Websites, which in the reasonable exercise of LlamaLink's discretion, does not comply with the above Terms, or if any content is posted that LlamaLink believes is not in the best interest of LlamaLink.

If at any time during your use of the LlamaLink Services, you made a misrepresentation of fact to LlamaLink or otherwise misled LlamaLink in regards to the nature of your business activities, LlamaLink will have grounds to terminate your use of the LlamaLink Services.

7. Work Database for Employers

You shall use the LlamaLink Work Database as provided in these Terms and in any contract or agreement you have with LlamaLink. You shall use the LlamaLink Work Database in accordance with all applicable privacy and data protection laws, and you agree you shall not further disclose any of the data from LlamaLink Work Database to any third party, unless you are an authorized recruitment agency, staffing agency, advertising or other agency or using the Profile explicitly for employment purposes.

You shall take appropriate physical, technical, and administrative measures to protect the data you have obtained from LlamaLink Work Database from loss, misuse, unauthorized access, disclosure, alteration or destruction. You shall not share Work Database seat-based license login credentials with any other party, nor share Work Database pay-per-view license login credentials with any party.

The LlamaLink Work Database shall not be used:

- (a) for any purpose other than as an employer seeking casual employees, including but not limited to advertising promotions, products, or services to any Profile holders;
- (b) to make unsolicited phone calls or faxes or send unsolicited mail, email, text messages or newsletters to Profile holders or to contact any individual unless they have agreed to be contacted (where consent is required or, if express consent is not required, who has not informed you that they do not want to be contacted); or
- (c) to source candidates or to contact job seekers or Profile holders in regards to career fairs and business opportunities except as set forth in the Terms.

8. Additional terms applicable to Job Seekers.

When you register with any LlamaLink Websites, you will be asked to create an account and provide LlamaLink with certain information including, without limitation, a valid email address (your “**Information**”).

Any Profile you submit must be accurate and describe you, an individual person. The Profile requires standard fields to be completed and you may not include in these fields any other information, unless otherwise permitted.

You acknowledge and agree that you are solely responsible for the form, content and accuracy of any profile or material contained therein placed by you on the LlamaLink Websites.

LlamaLink reserves the right to offer third party services and products to you based on the preferences that you identify in your registration and at any time thereafter or you have agreed to receive, such offers may be made by LlamaLink or by third parties, all in accordance with LlamaLink’s Privacy Policy.

You understand and acknowledge that you have no ownership rights in your account and that if you cancel your LlamaLink account or your LlamaLink account is terminated, all your account information from LlamaLink, including Profiles, shift history, calendar availability, questionnaires will be marked as deleted, may be deleted from LlamaLink's databases and will be removed from any public area of the LlamaLink Websites. Information may continue to be available for some period of time because of delays in propagating such deletion through LlamaLink’s web servers. In addition, third parties may retain saved copies of your Information.

LlamaLink reserves the right to delete your account and all of your Information after a duration of inactivity, as determined by LlamaLink in its sole discretion.

9. User Content and Submissions.

You understand that all information, data, text, software, music, sound, photographs, graphics, video, advertisements, messages or other materials submitted, posted or displayed by you on or through a LlamaLink Websites (“**User Content**”) is the sole responsibility of the person from which such User Content originated. LlamaLink claims no ownership or control over any User Content. You or a third-party licensor, as appropriate, retain all patent, trademark and copyright to any User Content you submit, post or display on or through LlamaLink and you are responsible for protecting those rights, as appropriate. By notifying, requesting, submitting, posting or displaying User Content on or through LlamaLink, you grant LlamaLink a worldwide, non-exclusive, royalty-free, transferable, sub-licensable license to use, reproduce, adapt, distribute and publish such User Content through LlamaLink. In addition, by notifying, requesting submitting, posting or displaying User Content which is intended to be available to the general public, you grant LlamaLink a worldwide, non-exclusive, royalty-free license to reproduce, adapt, distribute and publish such User Content for the purpose of promoting LlamaLink and its services. LlamaLink will discontinue this licensed use within a commercially reasonable period after such User Content is removed from LlamaLink. LlamaLink reserves the right to refuse to accept, post, display or transmit any User Content in its sole discretion.

You also represent and warrant that you have the right to grant, or that the holder of any rights, including moral rights in such content has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant, the license stated above. If you post User Content in any public area of any LlamaLink Websites, you also permit any User to access, display, view, store and reproduce such User Content for personal use. Subject to the foregoing, the owner of such User Content placed on any LlamaLink Websites retains any and all rights that may exist in such User Content. LlamaLink may review and remove any User Content that, in its sole judgment, violates these Terms, violates applicable laws, rules or regulations, is abusive, disruptive, offensive or illegal, or violates the rights of, or harms or threatens the safety of, Users of any LlamaLink Websites. LlamaLink reserves the right to expel Users and prevent their further access to the LlamaLink Websites and/or use of LlamaLink Services for violating the Terms or applicable laws, rules or regulations. LlamaLink may take any action with respect to User Content that it deems necessary or appropriate in its sole discretion if it believes that such User Content could create liability for LlamaLink, damage LlamaLink's brand or public image, or cause LlamaLink to lose Users or (in whole or in part) the services of its ISPs or other suppliers.

LlamaLink does not represent or guarantee the truthfulness, accuracy, or reliability of User Content, derivative works from User Content, or any other communications posted by Users nor does LlamaLink endorse any opinions expressed by Users. You acknowledge that any reliance on material posted by other Users will be at your own risk.

Content that:

- is implicitly or explicitly offensive, such as User Content that engages in, endorses or promotes racism, bigotry, discrimination, hatred or physical harm of any kind against any group or individual;
- harasses, incites harassment or advocates harassment of any group or individual;
- involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing, "spamming" or "phishing";
- promotes or endorses false or misleading information or illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes or endorses an illegal or unauthorized copy of another person's copyrighted work, such as providing or making available pirated computer programs or links to them, providing or making available information to circumvent manufacture-installed copy-protect devices, or providing or making available pirated music or other media or links to pirated music or other media files;
- contains restricted or password only access pages, or hidden pages or images;
- displays or links to pornographic, indecent or sexually explicit material of any kind;
- provides or links to material that exploits people under the age of 18 in a sexual, violent or other manner, or solicits personal information from anyone under 18; or
- provides instructional information about illegal activities or other activities prohibited by these Terms, including without limitation, making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating any media; and
- solicits passwords or personal identifying information from other Users.

is prohibited on the Application. The foregoing list is for illustration purposes only and is not a complete list of all prohibited User Content. LlamaLink reserves the right to amend the list of prohibit User Content in its sole and absolute discretion.

Examples of inappropriate and prohibited Profiles include, but are not limited to, Profiles that purport to represent an animal, place, inanimate object, fictional character, or real individual that is not you.

You may not include, in any User Content submitted to LlamaLink Networking, information that may be interpreted as a direct solicitation, advertisement or recruitment for an available job position directed to individuals seeking employment on either a full time or part time basis. In order to protect our LlamaLink Community Users from commercial advertising or solicitation, LlamaLink reserves the right to restrict the number of e-mails or other messages which a User may send to other Users to a number which LlamaLink deems appropriate in its sole discretion.

Profiles derived from User Content may also be made available through the LlamaLink Websites. LlamaLink does not make any representations regarding the accuracy or validity of such derived works or their appropriateness for evaluation by employers. Profiles may differ significantly from User Content.

10. Identification of Agent to Receive Notification and Elements of Notification of Claimed Copyright or Trademark Infringement.

If you believe that your copyrighted work or trademark has been uploaded, posted or copied to any LlamaLink Websites and is accessible on such LlamaLink Websites in a way that constitutes copyright or trademark infringement, please contact LlamaLink by email at info@llamalink.ca.

11. Policy Regarding Termination of Users Who Infringe the Copyright or Other Intellectual Property Rights of Others.

LlamaLink respects the intellectual property of others, and we ask our Users and content partners to do the same. The unauthorized posting, reproduction, copying, distribution, modification, public display or public performance of copyrighted works constitutes infringement of the copyright owner's rights. As a condition to your use of the LlamaLink Websites, you agree not to use any LlamaLink Websites to infringe the intellectual property rights of others in any way. LlamaLink reserves the right to terminate the accounts of any Users, and block access to the LlamaLink Websites of any Users who are repeat infringers of the copyrights, or other intellectual property rights, of others. LlamaLink reserves the right, in its sole discretion, to take these actions to limit access to the LlamaLink Websites and/or terminate the accounts of any time, in our sole discretion Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement, with or without notice, and without any liability to the User who is terminated or to the User whose access is blocked. Notwithstanding the foregoing, in the event that you believe in good faith that a notice of copyright infringement has been wrongly filed against you, please contact LlamaLink as set out in Section 6 above.

12. LlamaLink's Liability.

The LlamaLink Websites act as, among other things, venues for (i) employers to post job opportunities and search for and evaluate job candidates and (ii) candidates to post Profiles and search for and evaluate casual job opportunities. LlamaLink does not screen or censor the listings, including Profiles offered. LlamaLink is not involved in, and does not control, the actual transaction between employers and candidates. As a result, LlamaLink is not responsible for User Content, the quality, safety or legality of the jobs or Profiles posted, the truth or accuracy of the listings, the ability of employers to offer job opportunities to candidates or the ability of candidates to fill job openings and LlamaLink makes no representations about any jobs, Profiles or User Content on the LlamaLink Websites. While LlamaLink

reserves the right in its sole discretion to remove User Content, shift notifications, sublist requests, Profiles or other material from the LlamaLink Websites from time to time, LlamaLink does not assume any obligation to do so and to the extent permitted by law, disclaims any liability for failing to take any such action.

LlamaLink Networking provides a venue for individuals to network for professional and personal purposes and LlamaLink does not screen or censor the Profiles or User Content on the LlamaLink Websites. LlamaLink is not involved in the actual communications between Users. As a result, LlamaLink has no control over the accuracy, reliability, completeness, or timeliness of the Profiles or User Content submitted on the LlamaLink Websites and makes no representations about any Profile or User Content on the LlamaLink Websites.

Note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, underage persons or people acting under false pretenses. You assume all risks associated with dealing with other users with whom you come in contact through the LlamaLink Websites. By its very nature other people's information may be offensive, harmful or inaccurate, and in some cases, will be mislabeled or deceptively labeled. We expect that you will use caution and common sense when using the LlamaLink Websites.

Since User authentication on the Internet is difficult, LlamaLink cannot and does not confirm that each User is who they claim to be. Since we do not and cannot be involved in User-to-User dealings or control the behavior of participants on any LlamaLink Websites, in the event that you have a dispute with one or more Users, you indemnify and release LlamaLink (and our shareholders, directors, officers, agents and employees) from claims, demands and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes to the fullest extent permitted by law.

The LlamaLink Websites and the LlamaLink IP may contain inaccuracies or typographical errors. LlamaLink makes no representations about the accuracy, reliability, completeness, or timeliness of any LlamaLink Websites or the LlamaLink IP. The use of all LlamaLink Websites and the LlamaLink IP is at your own risk. Changes are periodically made to LlamaLink Websites and may be made at any time. LlamaLink cannot guarantee and does not promise any specific results from use of any LlamaLink Websites. No advice or information, whether oral or written, obtained by a User from LlamaLink or through or from any LlamaLink Websites shall create any warranty not expressly stated herein.

LlamaLink encourages you to keep a back-up copy of any of your User Content. To the extent permitted by law, in no event shall LlamaLink be liable for the deletion, loss, or unauthorized modification of any User Content.

LlamaLink does not provide or make any representation as to the quality or nature of any of the third-party products or services purchased through any LlamaLink Websites, or any other representation, warranty or guaranty. Any such undertaking, representation, warranty or guaranty would be furnished solely by the provider of such third-party products or services, under the terms agreed to by the provider.

If you believe that something on the LlamaLink Websites violates these Terms, please contact our designated agent set forth in Section 10 above.

If notified of any content or other materials which allegedly do not conform to these Terms, LlamaLink may in its sole discretion investigate the allegation and determine whether to remove or request the removal of the content. LlamaLink has no liability or responsibility to Users for performance or non-performance of such activities.

13. No warranties

LlamaLink provides the LlamaLink Websites and the contents on an “as is, where is” basis and does not make any express or implied warranties, representations, or endorsements with respect to the Websites or the Information, including without limitation, warranties as to merchantability, operation, non-infringement, usefulness, completeness, accuracy, currency, reliability and fitness for a particular purpose. Further, LlamaLink does not represent or warrant that the LlamaLink Websites will be available and meet your requirements, that access will be uninterrupted, that there will be no delays, difficulties in use, defects, incompatibility, failures, errors, omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for taking protection and backup of data and/or equipment and for taking reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

14. Disclaimer of Warranty.

TO THE FULLEST EXTENT POSSIBLE BY LAW, LLAMALINK DOES NOT WARRANT THAT ANY LLAMALINK WEBSITES OR ANY LLAMALINK SERVICES WILL OPERATE ERROR-FREE OR THAT ANY LLAMALINK WEBSITES AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF ANY LLAMALINK WEBSITES OR THE LLAMALINK IP RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA OR ANY OTHER COSTS, LLAMALINK IS NOT RESPONSIBLE FOR THOSE COSTS. THE LLAMALINK WEBSITES AND LLAMALINK IP ARE PROVIDED ON AN “AS IS” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. LLAMALINK, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. LLAMALINK MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE LLAMALINK IP, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS. FURTHER, LLAMALINK DOES NOT REPRESENT OR WARRANT THAT THE LLAMALINK WEBSITES WILL BE AVAILABLE AND MEET YOUR REQUIREMENTS, THAT ACCESS WILL BE UNINTERRUPTED, THAT THERE WILL BE NO DELAYS, DIFFICULTIES IN USE, DEFECTS, INCOMPATIBILITY, FAILURES, ERRORS, OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, THAT NO VIRUSES OR OTHER CONTAMINATING OR DESTRUCTIVE PROPERTIES WILL BE TRANSMITTED OR THAT NO DAMAGE WILL OCCUR TO YOUR COMPUTER SYSTEM. YOU HAVE SOLE RESPONSIBILITY FOR TAKING PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT AND FOR TAKING REASONABLE AND APPROPRIATE PRECAUTIONS TO SCAN FOR COMPUTER VIRUSES OR OTHER DESTRUCTIVE PROPERTIES.

15. Disclaimer of Consequential Damages.

TO THE FULLEST EXTENT POSSIBLE BY LAW, IN NO EVENT SHALL LLAMALINK, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON ANY LLAMALINK WEBSITES BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOST EMPLOYMENT OPPORTUNITY OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE ANY LLAMALINK WEBSITES AND THE LLAMALINK IP, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LLAMALINK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Limitation of Liability.

TO THE FULLEST EXTENT POSSIBLE BY LAW, LLAMALINK'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY LLAMALINK WEBSITES OR YOUR USE OF THE LLAMALINK IP, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED \$100.

17. Links to Other Sites.

The LlamaLink Websites contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by LlamaLink of the contents on such third-party websites. LlamaLink is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party websites. If you decide to access linked third-party websites, you do so at your own risk.

18. No Resale or Unauthorized Commercial Use.

You agree not to resell or assign your rights or obligations under these Terms. You also agree not to make any unauthorized commercial use of any LlamaLink Websites.

19. Indemnity.

You agree to defend, indemnify, and hold harmless LlamaLink, its affiliates, and their respective officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) any User Content or other material you provide to any LlamaLink Websites, (ii) your use of any LlamaLink IP, or (iii) your breach of these Terms. LlamaLink shall provide notice to you promptly of any such claim, suit, or proceeding.

20. General.

These Terms are governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. You agree to attorn to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to any matter that may arise under, in respect of, or in any way connected with the Terms and your use of the LlamaLink Websites.

If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or

continuing waiver of such term or any other term. In addition, LlamaLink's failure to enforce any term of these Terms shall not be deemed as a waiver of such term or otherwise affect LlamaLink's ability to enforce such term at any point in the future.

No changes to these Terms shall be made except by a revised posting on this page.

21. Additional Terms.

Certain areas of the LlamaLink Websites are subject to Additional Terms. By using such areas, or any part thereof, you agree to be bound by the Additional Terms applicable to such areas.

22. Mobile Services.

If you use the LlamaLink Websites through a mobile device, you agree that information about your use of the LlamaLink Websites through your mobile device and carrier may be communicated to us, including but not limited to your mobile carrier, your mobile device, or your physical location. In addition, use of the LlamaLink Websites through a mobile device may cause data to be displayed on and through your mobile device. By accessing the LlamaLink Websites using a mobile device, you represent that to the extent you import any of your LlamaLink data to your mobile device that you have authority to share the transferred data with your mobile carrier or other access provider. In the event you change or deactivate your mobile account, you must promptly update your LlamaLink account information to ensure that your messages are not sent to the person that acquires your old number and failure to do so is your responsibility. Except as set forth herein, you acknowledge you are responsible for all charges and necessary permissions related to accessing the LlamaLink Websites through your mobile access provider. Therefore, you should check with your provider to find out if the LlamaLink Websites are available and the terms for these services for your specific mobile devices. LlamaLink, at its sole discretion, may pay for text alerts that you may receive as a result of accessing the LlamaLink Services through your mobile phone; however, LlamaLink reserves the right to suspend payment and/or cancel your access to LlamaLink Website through your mobile device at its sole discretion, without any liability whatsoever.

By using any downloadable application to enable your use of the LlamaLink Websites, you are explicitly confirming your acceptance of the Terms and any Additional Terms provided at download or installation, or as may be updated from time to time.

23. Social Media

The following terms apply if you access any of the social media pages, accounts, sites, channels and/or any application(s) within the said pages, accounts, sites and channels which have been established and administered by LlamaLink (each individually referred to as a "**Social Media Page**", collectively referred to as the "**Social Media Pages**"). The term "**LlamaLink Websites**" (defined earlier in these Terms) includes Social Media Pages. The term "**Social Media Page Website**" refers to the website which hosts the Social Media Pages you are accessing.

By using the Social Media Pages and submitting a comment, photo, video links and/or other materials, you (and your parent/legal guardian if you are under the age of majority in your jurisdiction of residence) agree to be bound and comply with these Terms, our Privacy Policy and the general terms of use applicable to the Social Media Page Websites.

The Social Media Pages are designed for you and we encourage you to review, leave comments, discuss LlamaLink and LlamaLink Websites and LlamaLink Services, watch and share our videos and to engage us. Some of the comments and materials posted to the Social Media Pages and the Social Media Page Websites may not represent the opinions of LlamaLink. You agree that you will not post or submit any information, post, link or material of any kind on the Social Media Pages which fall into any of the categories described below:

- Anything defamatory, abusive, infringing, obscene, misleading, unlawful or which otherwise violates the legal rights (including the privacy) of others;
- Anything that contains any unsolicited advertising, promotional materials, or other forms of solicitation to other users, individuals or entities;
- Anything that falsifies the origin or source of any information;
- Anything repetitive, off–topic or overly–inflammatory; or
- Any financial or personal information about yourself or others. For more information, please review our Privacy Policy.

Any information, posts, links or material of any kind that we determine to fall into any of the categories described above will be hidden/removed by LlamaLink, at its sole discretion.

LlamaLink will not be responsible or liable for the entities which own or operate the Social Media Page Websites or the Social Media Page Websites in any way, including being liable for any losses, or direct or indirect damages arising from any action or decision made by you or anyone else in reliance on the Social Media Page Websites.

If you have a question or concern about anything posted on the Social Media Pages, feel free to contact us.

24. Term and Termination.

These Terms will remain in full force and effect while you are a User of any LlamaLink Websites. LlamaLink reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to removing your User Content from the LlamaLink Websites and immediate termination of your registration with or ability to access the LlamaLink Websites and/or any other services provided to you by LlamaLink, upon any breach by you of these Terms or if LlamaLink is unable to verify or authenticate any information you submit to a LlamaLink Websites registration. Even after you are no longer a User of the LlamaLink Websites, certain provisions of these Terms will remain in effect, including Sections 3, 4, 8, 10 through 18, inclusive.