

# Solv3D Terms of Service

1. These Terms of Service (the “**Terms**”) apply to access to, and use of, all or part of any website or of Solv3D Inc. or its subsidiaries and affiliated companies (collectively, “**Solv3D**”), including Solv3D.ca, SiteVisit360.com, and any other site or online service where these Terms are posted (collectively, the “**Websites**”).
2. By accessing and using the Websites, all users (each a “**User**” or “**you**”) of the Websites accepts unreservedly these Terms. Any person who does not wish to accept these Terms is not authorized to use the Websites and will immediately cease any such use. Solv3D reserves the right to change or modify these Terms at any time. Notwithstanding anything herein, access to and use of the Websites may be subject to additional terms as agreed by a User and Solv3D.
3. Security and Use Restrictions
  - (a) In order to ensure that the Websites remain available to all Users, Solv3D Inc. may monitor network traffic to identify unauthorized attempts to upload or change information or to otherwise cause damage to the Websites. Anyone using the Websites expressly consents to such monitoring.
  - (b) You will not:
    - (i) use the Websites to permit timesharing, service bureau use or commercially exploit the Websites;
    - (ii) use or access the Websites in violation of any applicable law or intellectual property right, in a manner that threatens the security or functionality of the Websites, or for any purpose or in any manner not expressly permitted in these Terms;
    - (iii) use the Websites to create, collect, transmit, store, use or process any data:
      - (A) that contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data;
      - (B) that you do not have the lawful right to create, collect, transmit, store, use or process; or
      - (C) that violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity);
    - (iv) modify the Websites;
    - (v) reverse engineer, de-compile or disassemble the Websites;
    - (vi) remove or obscure any proprietary notices or labels on the Websites, including brand, copyright, trademark and patent or patent pending notices;

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- (vii) access or use the Websites for the purpose of building a similar or competitive product or service; or
- (viii) perform any vulnerability, penetration or similar testing of the Websites.
- (c) Any possible criminal activity will be reported, together with any evidence which may be gathered, to the appropriate authorities.
- (d) Individual account sharing is strictly prohibited any sharing of account credentials will result in the account being disabled for access. The owner of the account is responsible for all activity of the account.

## 4. Termination

Notwithstanding any of these Terms and unless otherwise agreed by you and Solv3D, Solv3D reserves the right, without notice and in its sole discretion, to at any time terminate a User's access to and use of the Websites and to block or prevent a User's future access to and use of the Websites.

## 5. Disclaimer of Liability

- (a) Every effort is made to provide useful, accurate and complete information. However, we cannot guarantee that there are no errors. The Websites provided on an "as is" basis. Solv3D Inc. makes no claims, promises or guarantees about the accuracy, completeness, usefulness or adequacy of the contents of the Websites and expressly disclaims liability of any sort for errors and omissions in the contents of the Websites.
- (b) Neither Solv3D Inc., nor its employees, associates nor contractors make any warranty, expressed, implied or statutory, including, but not limited to, any warranty that third party rights or title have not been infringed, or any warranty of merchantability or fitness for any particular purpose.
- (c) No warranty of any sort is made with respect to the content of third party sites that have links from this site and all liability of every sort is expressly disclaimed.
- (d) Solv3D Inc. is not liable in any circumstances for special, indirect or consequential damages or any damages whatsoever, whether in an action of contract, negligence, or otherwise, arising out of or in connection with any use of the information or services available on this site.

## 6. Disclaimer of Endorsement

- (a) This site, and documents posted on it, may contain hypertext links or pointers to information created and maintained by other public and private organisations. Solv3D Inc. does not guarantee the accuracy, relevance, usefulness, timeliness, or completeness of any linked information.
- (b) The inclusion of links or pointers to other sites is not intended to assign importance to those sites and the information contained in them, nor is it intended to endorse,

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recommend, or favour any views expressed, or commercial products or services offered on those sites, or the organisations sponsoring the sites, by trade name, trademark, manufacture, or otherwise.

- (c) Reference on this site to any specific commercial products, processes, or services, or the use of any trade, firm or corporation name is for the information and convenience of the site's visitors, and does not constitute endorsement, recommendation, or favouring by Solv3D.
- (d) The views expressed by any individual within the web forum are the views of that individual only and do not reflect or represent in any way the views of Solv3D Inc.

## 7. Copyright and Ownership

- (a) All content on this site, and all content of any documents provided to visitors or clients (in, for instance, newsletters) is the property of Solv3D Inc., unless stated otherwise.
- (b) No Users may copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, display, or in any way exploit any of the content, in whole or in part, except with the express written agreement of Solv3D Inc.

## 8. Solv3D Products and Services

- (a) Solv3D makes no representation and gives no warranty with respect to any of the products or services provided by Solv3D. It does not suggest any product or service is suitable for any particular use.
- (b) Documents may include technical inaccuracies or typographical errors.

## 9. Severability

If any provision of these Terms are at any time held in any jurisdiction to be void, invalid or unenforceable, then it will be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void, and it will be binding in that changed or reduced form. Subject to that, each provision will be interpreted as severable and will not in any way affect any other of these Terms.

## 10. No Waiver

A waiver of any provision of these Terms must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions. No delay by Solv3D in the exercise of any power or right be interpreted as a waiver.

## 11. Governing Law

These Terms will be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein. The User explicitly accepts that only the law courts of Calgary, Alberta, Canada have jurisdiction to deal with any matter arising from or in any way, whether directly or indirectly, related to the use of the Websites and, accordingly, the User explicitly waives all and any rights to bring any action of any sort in relation to the Websites in any court anywhere else in the world.