

Terms & Conditions

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2. Information on the Website

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5. Public Forums and User Submissions

SOLNET is not responsible for any material submitted to the public areas by you (which include bulletin boards, hosted pages, chat rooms, forums, or any other public area found on the website. Any material (whether submitted by you or any other user) is not endorsed, reviewed or approved by SOLNET. SOLNET reserves the right to remove any material submitted or posted by you in the public areas, without notice to you, if it becomes aware and determines, in its sole and absolute discretion that you are or there is the likelihood that you may, including but not limited to:

- 5.1** defame, abuse, harass, stalk, threaten or otherwise violate the rights of other users or any third parties;
- 5.2** publish, post, distribute or disseminate any defamatory, obscene, indecent or unlawful material or information;
- 5.3** post or upload files that contain viruses, corrupted files or any other similar software or programs that may damage the operation of the SOLNET website and/or a third party's computer system and/or network;
- 5.4** violate any copyrights, trademarks, or other applicable international, federal, or provincial laws or intellectual property rights of SOLNET or any other third party;
- 5.5** submit contents containing marketing or promotional material which is intended to solicit business.

6. Specific Use

You further agree not to use our website to send or post any message or material that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, sexually orientated, racially offensive, profane, pornographic or violates any applicable law and you hereby indemnify SOLNET against any loss, liability, damage or expense of whatever nature which SOLNET or any third party may suffer which is caused by or attributable to, whether directly or indirectly, your use of its website to send or post any such message or material.

7. Warranties

SOLNET makes no warranties, representations, statements or guarantees (whether expressed, implied in law or residual) regarding its website, the information contained on the website, your or your company's personal information or material and information transmitted over its network and systems.

8. Disclaimer of Liability

SOLNET shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of the website, any information contained on the website, your or your company's personal information or material and information transmitted over its network and systems. In particular, neither SOLNET nor any third party or data or content provider shall be liable in any way to you or to any other person, firm, organization, or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any information or the transmission thereof, or for

any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

9. Use of the Website

SOLNET does not make any warranty or representation that information on the website is appropriate for use in any jurisdiction (other than in the province of Ontario in the country of Canada). By accessing the website, you warrant and represent to SOLNET that you are legally entitled to do so and to make use of information made available via the website.

10. General

10.1 Entire Agreement These website terms and conditions constitute the sole record of the agreement between you and SOLNET in relation to your use of the website. Neither you nor SOLNET shall be bound by any express tacit or implied representation, warranty, promise or the like not recorded herein. Unless otherwise specifically stated these website terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and SOLNET in respect of your use of the website.

10.2 Alteration SOLNET may at any time modify any relevant terms and conditions, policies or notices. You acknowledge that by visiting the website from time to time, you shall become bound to the current version of the relevant terms and conditions (the "current version") and, unless stated in the current version, all previous versions shall be superseded by the current version. You shall be responsible for reviewing the then current version each time you visit the website.

10.3 Conflict Where any conflict or contradiction appears between the provisions of these website terms and conditions and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of the website shall prevail in respect of your use of the relevant section or module of the website.

10.4 Waiver No indulgence or extension of time which either you or SOLNET may grant to the other will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.

10.5 Cession SOLNET shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of any relevant terms and conditions, policies and notices to any third party.

10.6 Severability All provisions of any relevant terms and conditions, policies and notices are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of any relevant terms and conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.

10.7 Applicable laws Any relevant terms and conditions, policies and notices shall be governed by and construed in accordance with the laws of the province of Ontario and of Canada without giving effect to any principles of conflict of law. You hereby consent to the exclusive jurisdiction of the provincial and federal courts in Canada with respect to any disputes arising in connection with the website, or any relevant terms and conditions, policies and notices or any matter related to or in connection therewith.

10.8 Comments or Questions If you have any questions, comments or concerns arising from the website, the Privacy Policy or any other relevant terms and conditions, policies and notices or the way in which we are handling your personal information please contact in writing at the following address:

SOLNET Canada

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Canada

We will post any changes to the Terms & Conditions on this page and, if the changes are significant, we will provide a more prominent notice such as an email, to registered SOLNET customers.