

# Terms of Use

## **Please Read Carefully Before Using This Website and Provided Services and Products:**

**Pilvi Computing Incorporated (“Pilvi Computing”)** maintains this site for information and communication purposes, and for the purpose of providing services and products. This document contains the Terms of Use governing your access to and use of the <http://www.pilvicomputing.com> site and services and products provided therein (the “Website” or “Site”). If you do not accept these Terms of Use or you do not meet or comply with their provisions, you may not use the Website.

### **A. TERMS APPLICABLE TO ALL USERS**

#### **1. Overview**

YOUR USE OF THIS WEBSITE IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTING AND AGREEING TO THESE TERMS OF USE.

For users who are not registered with this Website, your use of the Website will be deemed to be acceptance of the Terms of Use, Section A.

For users who are registered with the Website, your use of the Website shall be subject to (i) certain designated terms (see Section B below) in addition to those terms applicable to all users and (ii) shall be further conditioned on your [clicking the "I AGREE TO THE TERMS OF USE" button when subscribing to the Site].

IF THESE TERMS OF USE ARE NOT COMPLETELY ACCEPTABLE TO YOU, YOU MUST IMMEDIATELY TERMINATE YOUR USE OF THIS WEBSITE.

#### **2. Changes to Terms**

Pilvi Computing may, at any time, for any reason and without notice, make changes to (i) this Website, including its look, feel, format, and content, as well as (ii) the products and/or services as described in this Website. Any modifications will take effect when posted to the Website. Therefore, each time you access the Website, you need to review the Terms of Use upon which access and use of this Website is conditioned. By your continuing use of the Website after changes are posted, you will be deemed to have accepted such changes.

#### **3. Jurisdiction**

The Website is directed to those individuals and entities located in Canada or United States. It is not directed to any person or entity in any jurisdiction where (by reason of nationality, residence, citizenship or otherwise) the publication or availability of the Website and its content, including its products and services, are unavailable or

otherwise contrary to local laws or regulations. If this applies to you, you are not authorised to access or use any of the information on this Website. Pilvi Computing makes no representation that the information, opinions, advice or other content on the Website (collectively, "Content") is appropriate or that its products and services are available outside Canada or United States. Those who choose to access this Website from other locations do so at their own risk and are responsible for compliance with applicable local laws.

#### **4. Scope of Use and User E-Mail**

You are only authorised to view, use, copy for your records and download small portions of the Content (including without limitation text, graphics, software, audio and video files and photos) of this Website for your informational, non-commercial use, provided that you leave all the copyright notices, including copyright management information, or other proprietary notices intact.

You may not store, modify, reproduce, transmit, reverse engineer or distribute a significant portion of the Content on this Website, or the design or layout of the Website or individual sections of it, in any form or media. The systematic retrieval of data from the Website is also prohibited.

E-mail submissions over the Internet may not be secure and are subject to the risk of interception by third parties. Please consider this fact before e-mailing any information. Also, please consult our Privacy Policy at <http://www.pilvicomputing.com/privacy.html>. You agree not to submit or transmit any e-mails or materials through the Website that: (i) are defamatory, threatening, obscene or harassing, (ii) contain a virus, worm, Trojan horse or any other harmful component, (iii) incorporate copyrighted or other proprietary material of any third party without that party's permission or (iv) otherwise violate any applicable laws. Pilvi Computing shall not be subject to any obligations of confidentiality regarding any information or materials that you submit online except as specified in these Terms of Use, or as set forth in any additional terms and conditions relating to specific products or services, or as otherwise specifically agreed or required by law.

The commercial use, reproduction, transmission or distribution of any information, software or other material available through the Website without the prior written consent of Pilvi Computing is strictly prohibited.

#### **5. Copyrights and Trademarks**

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Pilvi Computing respects the intellectual property rights of others and expects our Users/ users to do the same. The policy of Pilvi Computing is to terminate the accounts of repeat copyright offenders and other users who infringe upon the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us at [info@pilvicomputing.com](mailto:info@pilvicomputing.com).

## **6. Links**

For your convenience, we may provide links to various other websites that may be of interest to you and for your convenience only. However, Pilvi Computing does not control or endorse such Websites and is not responsible for their content nor is it responsible for the accuracy or reliability of any information, data, opinions, advice, or statements contained within such Websites. Please read the terms and conditions or terms of use policies of any other company or website you may link to from our website. These Terms of Use policy applies only to Pilvi Computing's website and the products and services Pilvi Computing offers. If you decide to access any of the third party sites linked to this Website, you do so at your own risk. Pilvi Computing reserves the right to terminate any link or linking program at any time. Pilvi Computing disclaims all warranties, express and implied, as to the accuracy, validity, and legality or otherwise of any materials or information contained on such sites.

You may not link to this Website without Pilvi Computing's written permission. If you are interested in linking to this Website, please contact [info@pilvicomputing.com](mailto:info@pilvicomputing.com).

## **7. No Unlawful or Prohibited Use**

As a condition of your use of the Website, you warrant to Pilvi Computing that you will not use the Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Website in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

## **8. Spamming**

Gathering email addresses from Pilvi Computing through harvesting or automated means is prohibited. Posting or transmitting unauthorised or unsolicited advertising, promotional materials, or any other forms of solicitation to other Users is prohibited. Inquiries regarding a commercial relationship with Pilvi Computing should be directed to: [info@pilvicomputing.com](mailto:info@pilvicomputing.com).

## **9. No Warranties**

THE WEBSITE, AND ANY CONTENT AND SERVICES AND PRODUCTS, ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEMS INTEGRATION, ACCURACY, AND NON-INFRINGEMENT, ALL OF WHICH PILVI COMPUTING EXPRESSLY DISCLAIMS. PILVI COMPUTING DOES NOT ENDORSE AND MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF THE CONTENT, AND PILVI COMPUTING WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ANY FAILURE OR DELAY IN UPDATING THE WEBSITE OR ANY CONTENT OR SERVICES AND PRODUCTS. WE HAVE NO DUTY TO UPDATE THE CONTENT OF THE WEBSITE. PILVI COMPUTING MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE CONTENT OR SERVICES AND PRODUCTST WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR ANY RESULTS OR OTHER CONSEQUENCES OF ACCESSING THE WEBSITE AND USING THE CONTENT AND SERVICES AND PRODUCTS, AND FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY ACCESS, DOWNLOAD OR OTHERWISE OBTAIN IS FREE OF VIRUSES OR ANY OTHER HARMFUL COMPONENTS. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT YOU HAVE PROPER OFF-SITE BACKUPS OF ANY CONTENT YOU HAVE DOWNLOADED OR UPOADED TO/FROM THE SITE OR THAT RESIDES ON THE SITE AS A RESULT OF USING THE SERVICE. THIS WARRANTY DISCLAIMER MAY BE DIFFERENT IN CONNECTION WITH SPECIFIC PRODUCTS AND SERVICES OFFERED BY PILVI COMPUTING.

## **10. Governing Law, Location and Miscellaneous**

These Terms of Use shall be governed in all respects by the laws of the Province of Ontario Canada, without reference to its choice of law rules. If an applicable law is in conflict with any part of the Terms of Use, the Terms of Use will be deemed modified to conform to the law. The other provisions will not be affected by any such modification.

## **11. Separate Agreements**

You may have other agreements with Pilvi Computing. Those agreements are separate and in addition to these Terms of Use. These Terms of Use do not modify, revise or amend the terms of any other agreements you may have with Pilvi Computing.

## **12. Canadian or United States Resident**

You represent that you are a resident of Canada or United States.

## **13. No Professional Advice**

The information available on the Website is intended to be a general information resource regarding the matters covered, and is not tailored to your specific circumstance. You should not construe this as legal, accounting, engineering or other professional advice. This Website is not intended for use by minors. YOU SHOULD EVALUATE ALL INFORMATION, OPINIONS AND ADVICE AVAILABLE ON THIS WEBSITE IN CONSULTATION WITH YOUR INSURANCE SPECIALIST, OR WITH YOUR LEGAL, TAX, FINANCIAL OR OTHER ADVISOR, AS APPROPRIATE.

## **14. Users Disputes**

You are solely responsible for your interactions with other Users. Pilvi Computing reserves the right, but has no obligation, to monitor disputes between you and other Users.

## **15. User Submissions And Communications; Public Areas:**

You acknowledge that you own, solely responsible or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms of Use and will not cause injury to any person or entity; and that you will indemnify Pilvi Computing or its affiliates for all claims resulting from content you supply.

If you make any submission to an area of the Website accessed or accessible by the public ("Public Area") or if you submit any business information, idea, concept or invention to Pilvi Computing by email, you automatically represent and warrant that the owner of such content or intellectual property has expressly granted Pilvi Computing a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. Pilvi Computing may sublicense its rights through multiple tiers of sublicenses. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, you must not submit them to the Public Areas or to Pilvi Computing by email. We try to answer every email in a timely manner, but are not always able to do so.

Some of the forums (individual bulletin boards and posts on the social network, for instance) on the Website are not moderated or reviewed. Accordingly, Users will be held directly and solely responsible for the content of messages that are posted. While not moderating the forums, the Site reviewer will periodically perform an administrative review for the purpose of deleting messages that are old, have received few responses,

are off topic or irrelevant, serve as advertisements or seem otherwise inappropriate. Pilvi Computing has full discretion to delete messages. Users are encouraged to read the specific forum rules displayed in each discussion forum first before participating in that forum.

Pilvi Computing reserves the right (but is not obligated) to do any or all of the following:

- (a) Record the dialogue in public chat rooms.
- (b) Examine an allegation that a communication(s) do(es) not conform to the terms of this section and determine in its sole discretion to remove or request the removal of the communication(s).
- (c) Remove communications that are abusive, illegal, or disruptive, or that otherwise fail to conform with these Terms of Use.
- (d) Terminate a Member's access to any or all Public Areas and/or the Pilvi Computing Site upon any breach of these Terms of Use.
- (e) Monitor, edit, or disclose any communication in the Public Areas.
- (f) Edit or delete any communication(s) posted on the Pilvi Computing Site, regardless of whether such communication(s) violate these standards.

Pilvi Computing reserves the right to take any action it deems necessary to protect the personal safety of our guests or the public. Pilvi Computing has no liability or responsibility to users of the Pilvi Computing Website or any other person or entity for performance or non-performance of the aforementioned activities.

## **16. Arbitration**

Except as regarding any action seeking equitable relief, including without limitation for the purpose of protecting any Pilvi Computing confidential information and/or intellectual property rights, any controversy or claim arising out of or relating to these Terms of Use or this Website shall be settled by binding arbitration in accordance with the provisions, in effect at the time the proceedings begin, of the Commercial Arbitration Act. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be held in the province of Ontario Canada.

All information relating to or disclosed by any party in connection with the arbitration of any disputes hereunder shall be treated by the parties, their representatives, and the arbitrator as proprietary business information. Such information shall not be disclosed by any party or their respective representatives without the prior written authorisation of the party furnishing such information. Such information shall not be disclosed by the arbitrator without the prior written authorisation of all parties. Each party shall bear the burden of its own counsel fees incurred in connection with any arbitration proceedings.

Judgment upon the award returned by the arbitrator may be entered in any court having jurisdiction over the parties or their assets or application of enforcement, as the case may be. Any award by the arbitrator shall be the sole and exclusive remedy of the

parties. The parties hereby waive all rights to judicial review of the arbitrator's decision and any award contained therein.

## **18. Limitation of Liability**

YOUR USE OF THE CONTENT OR SERVICES AND PRODUCTS IS AT YOUR OWN RISK. PILVI COMPUTING SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO, USE OF OR RELIANCE ON THE CONTENT OR SERVICES AND PRODUCTS (EVEN IF PILVI COMPUTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR THAT ARISE IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM THE USER, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION OR DELIVERY, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORISED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, PROGRAMS OR FILES, INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE WEBSITE OR VIRUSES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORISED ACCESS TO THE WEBSITE, SERVICES, PRODUCTS, OR THE CONTENT. THIS LIMITATION OF LIABILITY MAY BE DIFFERENT IN CONNECTION WITH SPECIFIC PRODUCTS AND SERVICES OFFERED BY PILVI COMPUTING. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY, SO THIS LIMITATION MAY NOT APPLY TO YOU.

## **19. Indemnity**

You agree to defend, indemnify, and hold Pilvi Computing, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use.

## **B. ADDITIONAL TERMS APPLICABLE ONLY TO REGISTERED USERS**

### **20. Accounts And Security**

Pilvi Computing does not warrant that the functions contained in the services and products provided by the Website will be uninterrupted or error-free, that defects will be corrected or that this service or the server that makes it available will be free of viruses or other harmful components.

As part of the registration process, each user will be given a password ("Password") and Login Name ("Login Name"). You shall provide Pilvi Computing with accurate, complete,

and updated Account information. Failure to do so shall constitute a breach of this Terms of Use, which may result in immediate termination of your Account.

You may not:

- (a) select or use a Login Name of another person with the intent to impersonate that person;
- (b) use a name subject to the rights of any other person without authorisation;
- (c) use a Login Name that Website, in its sole discretion, deems inappropriate or offensive.

You shall notify Pilvi Computing of any known or suspected unauthorised use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorised disclosure of your password. You shall be responsible for maintaining the confidentiality of your password.

Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your Account, at Pilvi Computing's sole discretion, and you may be reported to appropriate law-enforcement agencies.

**Contact us:** If you would like to request additional information regarding these Terms of Use, please contact us at [info@pilvicomputing.com](mailto:info@pilvicomputing.com).