

## Terms and Conditions – CSI Pacific “Flip 360” Application

### 1. Acceptance of Terms and Conditions and Changes

- Please read these terms and conditions (“Terms and Conditions”). By clicking on the ‘accept’ button or similar buttons or links as may be designated by CSI Pacific Flip 360 mobile application (“App”), you agree to be bound by the Terms and Conditions below and you further accept the Terms and Conditions below on behalf of anyone using the version of this App downloaded by you or for your benefit.
- Changes may be made at any time to the App, any text, guidelines, information, pictures, barcodes, videos, data, hyperlinks, displays and other content contained within or associated with the App (the “Content”) and to these Terms and Conditions, without prior notice to you. Your continued use of this App shall constitute your acceptance to be bound by these Terms and Conditions and any changes thereto.
- CSI Pacific may alter, modify, update, suspend, discontinue, eliminate, cancel and/or terminate any aspect of the App, including the availability of any and all of its features, at any time, in its sole discretion. These Terms and Conditions also govern any updates to, or supplements or replacements for, the App, which may also be subject to additional terms that will accompany such updates, supplements or replacements.

### 2. Use of the Application and Data

- The App and the related Content shall be used for lawful purposes only. The Content shall not be copied or distributed, or republished, uploaded, posted, decompiled, or transmitted in any way, without the prior written consent of CSI Pacific.
- The App is currently available to mobile devices running the Apple iOS. To access the App you must have a mobile device with paid access to a mobile phone provider and the mobile device in use shall have the ability to run software applications. The App is free to download, however, your provider’s rates and fees will apply for accessing and downloading information within the App.
- You acknowledge that you have no rights in, or to, the App or technology used or support by the App, other than the right to use the App in accordance with these Terms and Conditions.
- All remarks, suggestions, ideas, graphics and other information (other than your personal information) communicated to CSI Pacific through the App will be the property of CSI Pacific in perpetuity unless otherwise noted.
- You acknowledge that you are responsible for whatever material you submit to the App, and you, not CSI Pacific, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright. You are prohibited from posting or transmitting to or from the App any unlawful, threatening, libellous, defamatory, obscene or other material that would violate any law.

- You agree to comply with all applicable laws and regulations (including, without limitation, all Canadian national provincial, and local laws and regulations) governing the use of the App.
- Evidence of the possible use of the App for illegal purposes will be provided to law enforcement authorities.

### 3. Limitations of Use and Security

- If you breach any provision of these Terms and Conditions or engage in any fraudulent, abusive or otherwise illegal activity, CSI Pacific may, in our sole discretion, restrict, suspend or terminate your access to the App without notice to you and CSI Pacific shall not be liable to you or to any third party for doing so.
- CSI Pacific does not provide and there are no express or implied warranties or conditions in relation to the App, including implied warranties or conditions of merchantable quality, fitness for a particular purpose, or non-infringement, or that any of the content of or features on the App will meet your needs or will be available for use at any particular time or will be error free.
- In connection with your use of the App, you acknowledge and agree that you are strictly prohibited from:
  - (i) committing unauthorized intrusions into any part of the App or related systems which are restricted from general access;
  - (ii) circumventing security provisions in order to improperly access the App;
  - (iii) accessing data not intended for you or logging into a server or account which you are not authorized to access;
  - (iv) uploading, posting or transmitting through or on this App any viruses or other harmful, disruptive or destructive files;
  - (v) reverse engineering, transmitting, distributing, reconstructing, copying, reproducing, altering or modifying the whole or any part of the App in any way whatsoever;
  - (vi) attempting to obtain information or account access from or about any member, host or network via any means including without limitation, impersonation, false representations, “phishing” or “pharming” or misrepresentation; and
  - (vii) utilizing the App in any other manner so as to interrupt or interfere with the access to and/or usage of the App by another party.

### 4. Disclaimer and Limitation of Liability

- While care has been taken in the preparation of the App and the content, the App and the content is provided on an "as is" basis without any representation, warranty or condition, whether express or implied, statutory or otherwise, as to: quality; accuracy; completeness; legality; currency; reliability; efficacy or fitness for a particular purpose; uninterrupted access to the App; error-free operation of the App; and, the absence of computer viruses and other harmful components or corrupted data or information on the App.

- CSI Pacific its content providers shall have no liability, whether direct, indirect, consequential, contingent, special or incidental, related to or arising from the content, whether based on breach of contract or tort (including negligence), including infringement of intellectual property rights, strict liability, breach of warranty, failure of essential purpose, fundamental breach, breach of a fundamental term or otherwise, even if advised of the possibility thereof.
- CSI Pacific and its content providers further excludes all liability for any loss or damage whatsoever which is suffered, (including but not limited to direct, indirect, incidental, special, consequential or exemplary damages, loss of profits or revenue, business interruption, loss, damage or corruption of data or failure to realise anticipated savings or benefits or business opportunities) as a result of: the use of, reliance on, or action taken as a result of, any information or material in the App for any decision or otherwise; accessing, displaying and using the App and/or participating in any on-line activities contained therein; any interruption, suspension or termination of the App in whole or in part for whatever reason including failure of or suspension of public or private telecommunications network; the unavailability, unsuitability and non-connectivity of third party sites; and/or any loss, damage, corruption or degradation of any data or other material as a result of the use of the App and or viruses or other technologically harmful material that may infect your mobile device due to your use of the App.
- You access the App at your own risk and CSI Pacific accepts no responsibility for any interference, loss, damage, or disruption to your own mobile device or otherwise which arises in connection with your use of the App. You must take your own precautions to ensure that the process which you employ to obtain access to the App does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your mobile device or otherwise cause you or any person loss, damage, or corruption.
- You hereby waive, release, forgive, discharge, and relinquish any and all claims that you may have against CSI Pacific, its related bodies corporate, directors, officers, employees, contractors, agents and representatives, in connection with, or arising out of, or incidental to, your access to use of the App including but not limited to downloading any information and materials in or from the App. You release and indemnify CSI Pacific, its related bodies corporate, directors, officers, employees, contractors, agents and representatives (“those indemnified”) from and against: any loss or damage or liability for any loss or damage incurred by you; and
- any loss, liability, claim, demand, damage, or expense (including legal fees) made by any third party against those indemnified, howsoever caused (including through negligence) directly or indirectly arising out of or in connection with:
  - your use of the App or any linked website;

- your use of or reliance on information contained in or accessed through the App; or
  - breach by you of the Terms and Conditions.
- We make downloadable documents, software and other materials available under the following conditions:
  - Downloadable material within the App is provided on the basis that you will conduct any necessary virus scanning and other checks so as to protect your data, mobile device and software systems and those of any other person.
  - You agree that we will not be liable to you for any loss, injury or damage however caused (including by negligence) that arises in any way from the use of the downloaded material.
  - If you provide the downloaded material to another party you should bring the other party's attention to these conditions.
  - The exclusion of liability applied to these Terms and Conditions as set out under this Clause 5 applies to claims whether in contract (including, without limitation, negligence) or equity and even if CSI Pacific has been notified of such loss or damage.
  - You agree that any legal liability on the part of CSI Pacific will be reduced by the extent, if any, to which you contributed to the loss.

## 5. Copyright and Trademarks

- The App and the Content are protected by Canadian and other national and international copyright, trademark and other laws.
- CSI Pacific and the relevant third parties retain all copyright, trademark and all other rights in the Content. No portion of this material may be used or reproduced, other than for personal use, or distributed, transmitted or "mirrored" in any form, or by any means, without the prior written permission of CSI Pacific.
- Certain names, words, titles, phrases, logos, icons, graphics or designs used in the App may constitute trade names, registered or unregistered trademarks or service marks ("Trademarks") of CSI Pacific or of third parties that are used under license. The display of Trademarks on the App, and those to which it is linked, does not imply the grant of any license to any other party.
- Other than as expressly permitted herein or by written agreement of CSI Pacific, your use of any of the Trademarks that appear on the App is prohibited. You are advised that CSI Pacific will enforce its intellectual property rights to the fullest extent of the law, which may result in civil and/or criminal penalties.

## 6. Linked Applications and Web Sites

- The App may contain links to other applications or websites which are not maintained and controlled by CSI Pacific. Should you leave the App via a link contained herein and view content that is not provided by CSI Pacific, you do so at your own risk.
- CSI Pacific does not approve, endorse, recommend or sponsor these linked sites, their owners or operators, or any information, graphics, materials, products or services referred to or contained on those linked websites and other applications, unless specifically stated.
- CSI Pacific shall have no liability for any loss or damage arising from your use of any such linked applications or websites and CSI Pacific makes no representation as to the accuracy of any material on these websites or linked applications.
- CSI Pacific may terminate a link at any time.
- CSI Pacific, to the maximum extent possible, excludes liability for any loss suffered as a result of use of these third-party websites and mobile applications, or reliance on the information contained within. The terms and conditions, terms of use and privacy policies of those third-party websites and mobile applications will apply to your use of those websites and mobile applications.

## 7. Termination

- We may cancel or suspend the use of the App at any time, with or without notice if you have breached the Terms and Conditions.
- We reserve the right to cease operating the App at any time, without notice, and to terminate your right to use the App.
- On termination for any reason, you must immediately delete or remove the App from any and all mobile devices, and immediately destroy all copies of the App in your possession or control and certify, if we so request, confirmation that you have destroyed the copies of the App.
- At any time, you may terminate your right to use the App by deleting the App from all mobile devices on which you have installed the App.
- All provisions of these Terms and Conditions, which by their nature should survive termination, shall survive termination, including without limitation, copyright and trademark provisions and disclaimer and limitation of liability provisions.

## 8. Governing Law and Jurisdiction

- These Terms and Conditions and the use of the App shall be governed by and interpreted in accordance with the laws of British Columbia, Canada, and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of British Columbia, Canada.
- CSI Pacific controls and operates the App from its Corporate office in Victoria, British Columbia, Canada. CSI Pacific makes no representation that the App and the Content are appropriate or available for use in other jurisdictions. Anyone accessing the App from other jurisdictions assumes sole responsibility for compliance with local laws.

## 9. Miscellaneous

- CSI Pacific's failure to enforce any provision of these Terms and Conditions shall not be construed as a waiver of such provision.
- These Terms and Conditions, together with other documents referred to in it, constitute the entire agreement between you and us relating to the App.
- These Terms and Conditions shall bind and enure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives and permitted assigns.
- You shall not assign your rights or obligations hereunder without CSI Pacific's prior written consent.
- You agree that no joint venture, partnership, employment, or agency relationship exists between CSI Pacific and you as a result of these Terms and Conditions or your use of the App.
- If any part of these Terms and Conditions is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.
- Use of this app, may be subject to additional terms and conditions of the provider that makes the App available to you.
- Should you have any questions and comments relating to the App and/or your use of the App, please contact the App administrator by emailing: [Flip360@CSIPacific.ca]