

## WEBSITE TERMS OF USE

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The following sets out the terms and conditions under which you may access and use the Website, and the information and materials contained therein. By accessing the Website, you are agreeing to be bound by these Terms of Use. If you do not agree with these Terms of Use you may not access or use the Website or any information or materials contained therein.

These Terms of Use may be changed from time to time, without notice. It is your responsibility to check for such changes. If you do not agree with any amendment you must stop using and accessing the Website. Your continued access or use of the Website after any such changes are posted will constitute your acceptance of these changes.

You may not interfere with the security of, or otherwise abuse, the Website or any system resources, services or networks connected to, or accessible through, the Website. You may only use the Website for lawful purposes.

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Subject to these Terms of Use, you are granted a limited license only to display and print the materials and information contained in the Website for your own personal, non-commercial use, provided that such materials and information are not modified and that copyright and other intellectual property notices are not altered or deleted. You may not create derivative works from or otherwise reproduce, modify, republish or disseminate any materials or information contained in the Website in any manner or form whatsoever. Unless you have entered into a separate agreement with Gateway, any other use of such materials or information without Gateway's written permission is prohibited.

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### CONTENT THAT YOU SHARE WITH US

The Website may contain features that allow you to share information, comments, reviews and other texts, photos, pictures and other information (together referred to as "**Content**") with us and other users of the Website. Please note that by sharing Content through the Website, your Content may become publicly accessible. In consideration for using the Website, you grant to Gateway a worldwide, non-exclusive, perpetual, irrevocable, transferable, royalty-

free, right and license: (a) to use, reproduce, distribute, adapt (including without limitation edit, modify, translate, and reformat), derive, transmit, display and perform, publicly or otherwise, such Content, in any media now known or hereafter developed, for Gateway's business purposes, and (b) to sublicense the foregoing rights, through multiple levels, to the maximum extent permitted by applicable law. The foregoing licenses shall survive any termination of your use of the Website. For all of the Content you share through the Website, you represent and warrant that you have all rights necessary for you to grant these licenses, and that such Content, and your provision or creation thereof through the Website, complies with all applicable laws, rules, and regulations and does not infringe or otherwise violate the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party, and is furthermore free from viruses and other malware. To the extent permissible by law, you irrevocably waive any moral rights (or other rights with respect to attribution of authorship or integrity of materials) regarding each item of Content that you submit. Please note that unless explicitly stated, we do not solicit or encourage submissions of Content containing ideas or suggestions relating to the Website, or Gateway's business. If you send us any ideas or suggestions, regardless of the topic, we will have no obligations with respect to such ideas or suggestions and may use them for any purpose whatsoever.

## **CODE OF CONDUCT**

You may not interfere with the security of, or otherwise abuse, the Website, or any system resources, services or networks connected to or accessible through the Website. You may only use the Website for lawful purposes. You agree that you will not attempt to, nor permit any third party to, enter restricted areas of Gateway's computer systems or perform functions that you are not authorized to perform pursuant to these Terms of Use.

While using the Website, you agree to comply with all applicable laws, rules and regulations.

You agree not to post any Content that:

- is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person;
- is bigoted, hateful, or racially or otherwise offensive;
- is violent, vulgar, obscene, pornographic or otherwise sexually explicit, or otherwise harms or can reasonably be expected to harm any person or entity;
- is misleading, untruthful or inaccurate;
- is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug abuse, harassment, theft, or conspiracy to commit any criminal activity; or
- infringes or violates any right of a third party including: (i) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (ii) rights of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) personality or publicity; or (iii) any confidentiality obligation.

You further agree not to:

- mirror or frame any part of the Website without Gateway's express prior written consent; and

- use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site, without our express prior written consent. Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the Website's root directory, Gateway grants to the operators of public search engines a revocable, limited, non-exclusive license to use spiders to copy materials from the Website for the sole purpose of (and solely to the extent necessary for) creating publicly-available, searchable indices of such materials, but not caches or archives of such materials. For greater certainty, Gateway reserves the right to revoke such licensees either generally or in specific cases, at any time and without notice.

We reserve the right, in our sole discretion, to take any actions we deem necessary and appropriate to preserve the integrity of the Website. For example, we reserve the right (but have no obligation) to remove or otherwise delete any Content that may be posted on the Website.

Gateway may, without notice, temporarily suspend your, or any other party's, access to the Website by, for example, deactivating any password(s) or links to the Internet if we reasonably suspect that you, or any other parties, are obtaining unauthorized access to our other systems or information, or are using otherwise valid user identifications or passwords in any other unauthorized manner. These suspensions will be for such periods of time as Gateway may reasonably determine is necessary to permit the thorough investigation of such suspended activity.

#### **LINKS TO THIRD PARTY WEBSITES**

Gateway does not control any third party website and is therefore not responsible for the content of any linked website or any link contained in a linked website. Linked websites are not part of the Website. Gateway provides such links only as a convenience and the inclusion of any link does not imply endorsement, investigation or verification by Gateway of the linked website or information contained therein.

#### **CURRENCY OF WEBSITE**

Gateway updates the information and materials on the Website periodically. However, Gateway cannot guarantee or accept any responsibility or liability for the accuracy, currency or completeness of the information or materials on the Website. Gateway may revise, supplement or delete information, materials, services and/or the resources contained in the Website and reserves the right to make such changes without prior notification to past, current or prospective visitors.

#### **COMMUNICATIONS THROUGH THE WEBSITE / E-MAIL**

The Internet is not a fully secure medium and any communication may be lost, intercepted or altered. Gateway is not liable for any damages related to communications to, or from, the Website. You agree with respect to any information provided by you to us through the Website or via e-mail that:

- Gateway has no obligation concerning such information;
- the information is non-confidential;

- Gateway may use, disclose, distribute or copy the information and may use any ideas, concepts or know-how contained in the information for any purpose; and
- the information is truthful and disclosure of the information does not violate the legal rights of others.

#### **INTERNET SOFTWARE OR COMPUTER VIRUSES**

Due to technical difficulties with the Internet, Internet software or transmission problems could produce inaccurate or incomplete copies of information or materials contained on this Website. Computer viruses or other destructive programs may also be inadvertently downloaded from this Website.

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#### **DISCLAIMER OF WARRANTIES**

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#### **EXCLUSION OF LIABILITY**

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY OF THE MATERIALS OR INFORMATION CONTAINED THEREIN.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GATEWAY OR ANY OF ITS SUBSIDIARY ENTITIES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SECURITY HOLDERS, PARTNERS OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER, OR ANY DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR LOSS OF OPPORTUNITY IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER

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IN EVERY EVENT, GATEWAY'S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS OF USE OR THE USE OR EXPLOITATION OF ANY OR ALL PART OF THE WEBSITE, THE INFORMATION OR THE MATERIALS CONTAINED THEREIN, IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO FIVE DOLLARS.

THE CONSIDERATION BEING PAID HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR GATEWAY TO ASSUME ANY RISKS BEYOND THOSE EXPRESSLY ASSUMED HEREIN AND IF ANY SUCH RISKS WERE TO BE ASSUMED BY GATEWAY, GATEWAY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT CHARGING SUBSTANTIAL FEES.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### **INDEMNIFICATION**

You agree to indemnify and hold Gateway and its officers, directors, shareholders, predecessors, successors, assigns, employees, and agents harmless against all claims or liability asserted against Gateway arising out of or in connection with any breach by you or anyone acting on your behalf of any of these Terms of Use.

#### **PRIVACY**

Our privacy policy can be accessed from the main page of the Gateway Website. We encourage you to review this document periodically.

#### **GENERAL**

Gateway is headquartered in British Columbia, Canada and the Website is controlled, operated and administered by Gateway from British Columbia, Canada. The Website can be accessed from all provinces and territories of Canada, as well as from other countries around the world. As each of these jurisdictions has laws that may differ from those of British Columbia, Canada, by accessing the Website, you acknowledge and agree that all matters relating to these Terms of Use and access to, or use of, the Website (including any of the materials or information contained therein), and the resolution of any dispute arising between the parties shall be governed and construed in accordance with the laws of the Province of British Columbia and those of Canada applicable therein (without reference to conflicts of laws principles). You agree that any legal action or proceeding between you and Gateway which in any way concerns these Terms of Use or the use of the Website or any materials or information contained therein shall be brought exclusively in the courts of British Columbia, Canada. Any such dispute will be brought on an individual basis, and

will not be consolidated in any other proceeding with any claim, controversy or dispute of any other party. Except where prohibited by applicable law, you agree to waive any right you may have to commence or participate in any class action against Gateway relating to any such dispute and you also agree to opt out of any class proceedings against Gateway. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction to obtain injunctive or other emergency or similar relief.

Gateway makes no representation that access to the Website or that the information contained therein is appropriate or legal in all jurisdictions. You may not access the Website or use any information in those jurisdictions where it would be illegal. In any case, your access to the Website is entirely at your own initiative and you are responsible for ensuring that all laws are complied with.

Gateway's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right.

If any provision or part thereof of these Terms of Use is wholly or partially unenforceable, the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof.

The parties have requested that these Terms of Use and all documents relating thereto be drawn up in English. Les parties ont demandé que cette convention, ainsi que tous les documents qui s'y rattachent, soient en anglais.

**CONTACT INFORMATION:**

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