

**Dentist on Demand
Website Terms and Conditions of Use**

Last Revised: May 28th 2020

Version 1.0

Acceptance of the Website Terms and Conditions of Use

These website terms and conditions of use for www.dentistondemand.com constitute a legal agreement and are entered into by and between you and Enamel Developments Ltd. (“**Company**,” “**we**,” “**us**,” “**our**”). The following terms and conditions, together with any documents and/or additional terms they expressly incorporate by reference collectively (these “**Terms and Conditions**”), govern your access to and use, including any content, functionality, and services offered on or through www.dentistondemand.com (the “**Website**”).

BY USING THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY, FOUND AT <https://dentistondemand.com/privacy-policy/> (“**PRIVACY POLICY**”), INCORPORATED HEREIN BY REFERENCE.

The Website and Services

The Website aims to:

- Enable dental professionals who register and subscribe to the Website (“**Dental Professionals**”) to create listings (“**Listings**”) to market themselves to any individual accessing the Website (collectively with Dental Professionals, “**Users**”).
- Facilitate direct communication and transaction between Dental Professionals and other Users for certain services offered by Dental Professionals on their Listings (“**Dental Professional Services**”). Dental Professional Services may include in-person or virtual consultations. Users soliciting Dental Professional Services are “**Patients**”.
- Facilitate the purchase by Dental Professionals of certain third party products and services (“**Third Party Products and Services**”) through the *Ecosystem of Innovation* marketplace located at dentistondemand.com/marketplace (“**Marketplace**”).

We provide the Website only. We do not own, create, manage, provide or supply any Listings or Dental Professional Services. Dental Professionals are solely responsible for their Listings and any Dental Professional Services that they market or supply. Any Dental Professional Services are provided under a contract directly between the applicable Dental Professional and Patient, and is subject to any additional terms and conditions of the Dental Professional that apply, including any cancellation policy and any rules and restrictions specified by the Dental Professional. We do not act as an agent for either party.

Terms Specific to Dental Professionals

- **Registration.** Dental Professionals may purchase one of the subscriptions described at dentistondemand.com/product/dentist-on-demand-premium In order to register as a Dental Professional, you must (a) both at the time of registration and at all times while registered as a Dental Professional on the Website, be a registered dental professional in good standing with your provincial College of Dental Surgeons and all other relevant authorities and institutions, and have no outstanding and unresolved complaints; and (b) follow the registration process set out on the Website from time to time, including by

providing all information that we request (which may include, for example, registration numbers and information regarding disciplinary history). We may approve or deny any dental professional attempting to register on the Website in our discretion for any reason, without any requirement to provide you with an explanation. At all times while registered, you must inform us immediately if any of the preceding information is updated or is no longer accurate, and you must keep your Listing up to date at all times. Any terms and conditions included in your Listing must not conflict with these Terms and Conditions.

- **Listings.** When creating a Listing, you must provide complete and accurate information about yourself, your practice and any Dental Professional Services that you provide, including by disclosing any restrictions and requirements that apply (for example, calendar availability, minimum ages, cancellation policies. You are responsible for setting pricing for the Dental Professional Services that you offer (including taxes, if applicable) and you must not request that a Patient pays any costs higher than those set out in your Listing or otherwise communicated to the Patient, unless there is reasonable cause to do so.
- **Authority to act.** If you are registering an account for a company or other legal entity, you confirm that you have the authority to legally bind that entity and grant us all permissions and licences provided in these Terms and Conditions on behalf of that entity.
- **Relationship with us.** You are independent of us, and are not an employee, agent, joint venturer or partner of us. You act exclusively on your own behalf and for your own benefit. We do not direct or control you, including in relation to your provision of any Dental Professional Services. You have complete discretion whether to list Dental Professional Services or otherwise engage in other business or employment activities.
- **Subscription Fees.** By registering as a Dental Professional, you agree to pay the monthly fee for your subscription type, as set out at [dentistondemand/product/dentist-on-demand-premium](#) from time to time (the “**Monthly Charge**”). You must pay the Monthly Charge on or before the first day of each month. You will pay the Monthly Charge on and from the date on which you are a registered Dental Professional for as long as you remain so registered, including in accordance with any terms set out in the Website (and subject to any free trial period). We may change our fees, including our fee structure or the basis on which we charge fees, at any time by posting a new pricing structure to the Website, or by otherwise notifying you.
- **Marketplace and Third Party Products and Services.** While we try to ensure that Marketplace descriptions are as accurate as possible, we do not warrant that any description or other contents are accurate, complete, reliable, current or error-free. Third party vendors offer their Third Party Products and Services through the Marketplace, and we are not responsible for examining or evaluating the business of such third parties or any Third Party Products and Services for any purpose. We assume no responsibility or liability for the actions of such third parties or any Third Party Products and Services. Third Party Products and Services may be subject to different terms and conditions and privacy policies and practices, and you should review each of these carefully. We do not endorse any Third Party Products and Services and as between you and us, you accept such Third Party Products and Services “as is” and at your own risk.
- **Representations and warranties.** Dental Professionals alone are responsible for identifying and obtaining any required licenses, permits, or registrations to provide any

Dental Professional Services or other services, and to represent themselves as a dental professional (including a dentist). Certain types of Dental Professional Services may be prohibited altogether, and penalties may include fines or other enforcement proceedings.

- **Subscription Cancellation.** You may cancel your subscription at any time, and the cancellation will be effective on the first day of the next month. You will not be entitled to a refund for the Monthly Charge already paid for the then-current month.

Use and Security – General

The security of your personal information is very important to us. We use, and any User who receives the personal or confidential information of another User must use, physical, electronic, and administrative measures designed to secure that information from accidental loss and from unauthorized access, use, alteration, and disclosure. Notwithstanding anything in these Terms and Conditions, Users who choose to send any of their personal or confidential information to us or another User (for example, a Patient sending personal health information to a Dental Professional for Dental Professional Services) do so entirely at their own risk.

The safety and security of your information also depends on you. Users are responsible for obtaining their own access to the Website. You are responsible for keeping your account details confidential (including your password and login). You are responsible for your account whether you authorized any particular use. You must immediately notify us of any unauthorized use of your account. We are not responsible for any losses due to any such unauthorized use. We do not have access to your current password and, for security reasons, we may only reset your password. You are also required to ensure that all persons who access the Website through a user's internet connection are aware of these Terms and Conditions and comply with them. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete.

The transmission of information via the Internet is not completely secure. Although we do our best to protect your personal and other information, we cannot guarantee the security of your personal information transmitted in connection with the Website. Any transmission of information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

Your provision of registration information and any submissions you make to the Website through any functionality such as applications, chat rooms, e-mail, message boards, personal or interest group web pages, profiles, Listings, forums, bulletin boards and other such functions constitutes your consent to all actions we take with respect to such information consistent with our Privacy Policy.

We reserve the right at any time and from time to time, to disable or terminate your account, any username, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms and Conditions.

You are prohibited from attempting to circumvent and from violating the security of this Website, including, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling service to users, hosts, servers or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting Website owner's ability to monitor the Website; (f) using any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including

monitoring or copying any of the material on the Website; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Website via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing or crashing; and (i) otherwise attempting to interfere with the proper working of the Website.

Intellectual Property Rights and Ownership

You understand and agree that the Website and its entire contents, features, and functionality, including, but not limited to, all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, are owned by the Company, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

The Company name, the Company logo, and all related names, logos, product and service names, designs, images and slogans are the intellectual property of the Company or its licensors. You must not use such marks without the prior written permission of the Company. Other names, logos, product and service names, designs, images and slogans mentioned, or which appear on this Website are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.

You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Website, in any form or medium whatsoever except: (a) your computer and browser may temporarily store or cache copies of materials being accessed and viewed; and (b) a reasonable number of copies may be printed keeping any proprietary notices thereon, which may only be used for non-commercial and lawful personal use and not for further reproduction, publication, or distribution of any kind on any medium whatsoever.

Users are not permitted to modify copies of any materials from this Website nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site. You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print off, copy or download any part of our Website in breach of these Terms and Conditions, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You have no right, title, or interest in or to the Website or to any content on the Website, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

Conditions of Use and User Submissions and Site Content Standards

We may enable you to submit, post, publish, display, or transmit (collectively, “**submit**”) content, material, and information (“**User Submissions**”) through the Website, including video content. As between you and us, you retain all intellectual property rights in your User Submissions, and you grant to us a perpetual, non-exclusive, royalty-free, worldwide, sublicensable license to access, disclose, display, publish and otherwise use your User Submissions for the purposes of providing any services in connection with the Website. You waive any moral rights or other

rights of authorship as a condition of submitting any User Submissions. You represent and warrant that:

- You own or otherwise control all of the rights to the User Submissions that you post or transmit, or you otherwise have the right to post, use, display, distribute and reproduce such User Submissions and to grant the rights granted in these Terms and Conditions.
- Your User Submissions are accurate and not misleading and comply with all applicable laws.
- The use and posting of your User Submissions does not violate any applicable law, these Terms and Conditions, and will not violate any rights of or cause injury to any person or entity.

You are solely responsible for all of the User Submissions that you make available on or through the Website. Without limiting the foregoing, you warrant and agree that your use of the Website and any User Submissions shall not:

- In any manner violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions and our Privacy Policy.
- In any manner violate the terms of use of any third-party website that is linked to the Website, including but not limited to, any third-party social media website.
- Include or contain any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such legally prohibited ground or be otherwise objectionable, such determination to be made in Company's sole discretion.
- Impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses, or screen names associated with any of the foregoing).
- Transmit, or procure the sending of, any advertisements or promotions, sales, or encourage any other commercial activities, including, without limitation, any "spam", "junk mail", "chain letter", contests, sweepstakes and other sales promotions, barter, or advertising or any other similar solicitation.
- Encourage any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, or alarm any other person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Give the impression that they originate from or are endorsed by us or any other person or entity.

While we have no obligation to monitor your or anyone else's use of the Website, we reserve the right to do so in order to, without limitation, monitor compliance with these Terms and Conditions.

If you have reason to believe any person is violating any of these Terms and Conditions or has used the Website to publish or share material that violates any intellectual property, privacy or confidentiality rights, please notify us immediately. If you received spam that you have reason to believe came from a User, please report it to us. You must comply with all reasonable directions from us at all times.

Further acknowledgements

You acknowledge and agree that:

- The Website is not to be used or relied upon by you as a source of medical advice or for the diagnosis of any medical condition.
- We do not guarantee the existence, quality, safety, suitability, or legality of any Listings or Dental Professional Services, or the truth or accuracy of any Listing or other User Submission.
- Listings may not comprise a complete list of every dental professional within the specified search category or specified distance of the address specified, and that Listings may not be updated on a regular basis (or at all), even if we or the particular Dental Professional have been advised of incorrect or incomplete information.
- Any map displayed may not be complete, accurate, or up-to-date.
- Any request to show results of Dental Professionals who are accepting new patients may not be complete, accurate, or up-to-date and may not be updated on a regular basis (or at all), even if we or the particular Dental Professional have been advised of incorrect or incomplete information.
- Any records of a particular Dental Professional that states that such Dental Professional accepts new patients may not be complete, accurate, or up-to-date and may not be updated on a regular basis (or at all), even if we or the particular Dental Professional have been advised of incorrect or incomplete information.
- We do not endorse any User (including any Dental Professional). You should always exercise due diligence and care when deciding whether to engage with any other User or provide or use any Dental Professional Services, whether online or in person. For example, Patients should verify Dental Professional registration with their provincial College of Dental Surgeons.
- When you refer a friend, you are solely responsible for entering and verifying the correct recipient's name and contact information; we are not responsible for user errors or omissions.
- We have no oversight or control over Dental Professionals or any Dental Professional Services. Dental Professionals are solely responsible for their accreditation, good standing with the applicable regulatory body, and any Dental Professional Services that they provide.

- We do not endorse any Dental Professional or Dental Professional Services. Patients and other Users must exercise due diligence and care when deciding whether to engage with any Dental Professional or use any Dental Professional Services, or communicate or interact with other Users. The inclusion of any Dental Professional on the Website does not mean in any way that we have conducted any due diligence or other investigation regarding the Dental Professional, or that any such due diligence or investigation is adequate, accurate or complete.

Certain occurrences such as unexpected system maintenances and server failures may temporarily interrupt access to the Website. In such cases, you understand that the causes may be beyond our control. We cannot and do not guarantee that the Website will always be available. You also understand that the Website may depend on electronic messaging, such as email or text messaging, and no method of delivery over an electronic communication channel is 100% reliable. We cannot and do not guarantee that every electronic message will be received by the intended recipient.

Site Monitoring and Enforcement, Suspension and Termination.

The Company has the right, without provision of notice, to:

- At all times, take such actions with respect to any User Submission deemed necessary or appropriate in our sole discretion, including, without limitation, for violating the Website and User Submissions and Site Content Standards or Terms and Conditions.
- Take appropriate legal action, including, without limitation, referral to law enforcement or regulator authority, or notifying the harmed party of any illegal or unauthorized use of the Website. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including, without limitation, any violation of these Terms and Conditions.

YOU WAIVE AND HOLD HARMLESS THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS AND SUCCESSORS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND ANY OF THE FOREGOING PARTIES RELATING TO ANY INVESTIGATIONS BY EITHER THE COMPANY OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

No Reliance

The content and any services provided on our through our Website are provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain more specific or professional advice before taking, or refraining from taking, any action or inaction on the basis of the content or services on or through the Website.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date. Your use of the Website is at your own risk and neither the Company nor its directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers or successors have any responsibility or liability whatsoever for your use of this Website.

This Website may include content provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third-party content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of the Company. Neither the Company nor its directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers or successors have any responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party materials.

Privacy

By submitting your personal information and using our Website, you consent to the collection, use, reproduction, hosting, transmission and disclosure of any such user content submissions in compliance with our Privacy Policy, as we deem necessary for use of the Website and provision of services.

By using this Website you are consenting to the use of cookies which allow a server to recall previous requests or registration and/or IP addresses to analyze website use patterns. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do, however, some areas of the Website may not function adequately.

Third Party Websites

For your convenience, this Website may provide links or pointers to third-party sites. We make no representations about any other websites that may be accessed from this Website. If you choose to access any such sites, you do so at your own risk. We have no control over the contents of any such third-party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any Terms and Conditions of such third-party sites.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the Terms and Conditions of Use and User Submissions and Site Content Standards. You agree to cooperate with us in causing any unauthorized framing or linking to immediately stop.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED IN CONNECTION WITH THE WEBSITE (INCLUDING THIRD PARTY PRODUCTS AND SERVICES AND DENTIST SERVICES) IS AT YOUR OWN RISK. AS BETWEEN YOU AND THE COMPANY, THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED IN CONNECTION WITH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEITHER THE COMPANY NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS OR SUCCESSORS MAKE ANY WARRANTY, REPRESENTATION OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY,

CURRENCY OR AVAILABILITY OF THE WEBSITE, ITS CONTENTS OR ANY SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS OR SUCCESSORS REPRESENT OR WARRANT THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED IN CONNECTION WITH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE WEBSITE AND YOUR COMPUTER, INTERNET AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE SUFFERED BY YOU, INCLUDING WHERE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS FOUND OR ATTAINED IN CONNECTION WITH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

Limitation on Liability

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL THE COMPANY OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE WEBSITE, ANY LINKED WEBSITES OR SUCH OTHER THIRD-PARTY WEBSITES, NOR ANY WEBSITE CONTENT, MATERIALS, DENTIST SERVICES OR OTHER SERVICES, POSTING OR INFORMATION THEREON EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW.

Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Company, its directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms and Conditions or your use of the Website, including, but not limited to, your User Submissions, third-party sites, any use of the Website's content, services, and products other than as expressly authorized in these Terms and Conditions.

Modifications to the Terms and Conditions and to the Website

We reserve the right in our sole discretion to revise and update these Terms and Conditions from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Website. You agree to periodically review the Terms and Conditions in order to be aware of any such modifications and your continued use shall be your acceptance of any modification.

The information and material on this Website, and the Website, may be changed, withdrawn or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is restricted to users or unavailable at any time or for any period.

British Columbia Law Applies

The laws of the province of British Columbia and the laws of Canada applicable therein shall govern use of this website and the interpretation, validity and effect of this agreement, notwithstanding any conflict of laws, provisions or your domicile, residence or physical location. You hereby consent and submit to the exclusive jurisdiction of the courts of the province of British Columbia in any action or proceeding related to this website and agree not to commence any such action or proceeding except in Vancouver, British Columbia, Canada.

Waiver

No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. If we do not immediately take action on a violation of these Terms and Conditions, we reserve our rights under these Terms and Conditions and may still take action at some point.

Severability

If any term or provision of these Terms and Conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

Assignment

You may not assign any of your rights under these Terms and Conditions to anyone else. We may assign our rights under these Terms and Conditions, or all of these Terms and Conditions, to any other individual or entity at our discretion without notice to you.

Entire Agreement

The Terms and Conditions, any other Company terms on our Website and our Privacy Policy constitute the sole and entire agreement between you and Enamel Developments Ltd. regarding the Website and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.