

# **JITR TERMS OF SERVICE**

## **1. ACCEPTANCE OF TERMS**

Welcome to JITR. JITR provides its service to you, subject to the following Terms of Service ("ToS"), which may be updated by us from time to time without notice to you. In addition, when using particular JITR services, you may be subject to guidelines or rules or additional terms (which may be posted from time to time) applicable to such services and which are incorporated by reference into the ToS. All such guidelines or rules are hereby incorporated by reference into the ToS. JITR may also offer other services that are governed by different Terms of Service.

## **2. DESCRIPTION OF SERVICE**

JITR currently provides users with access to a rich collection of resources, including, various communications tools, forums, search services, personalized content and branded programming which may be accessed through various mediums or devices now known or hereafter developed (the "Service"). You understand and agree that the Service may include certain communications from JITR, such as service announcements and administrative messages that are considered part of the JITR Service, and that you cannot opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new JITR properties, are subject to the ToS. You understand and agree that the Service is provided "AS-IS".

If you use the JITR JET, you agree that it may automatically download and install updates from time to time from JITR. These updates are designed to improve, enhance and further develop the JET and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit JITR to deliver these to you) as part of your use of the JET and the Uploader.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the JITR JET in a manner that sends more request messages to the JITR servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser.

You agree not to circumvent, disable or otherwise interfere with security-related features of the JITR JET or features that prevent or restrict use or copying of any Content on the JITR Website or the Content therein.

You understand that when using the JITR JET that JITR is not responsible for the accuracy, usefulness, safety, or intellectual property rights of site content. You further understand and acknowledge that you may be exposed to content that is inaccurate, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against JITR with respect thereto, and agree to indemnify and hold JITR, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

You are responsible for obtaining access to the Service and that access may involve third party fees (such as an Internet service provider (ISP) or airtime charges). You are responsible for those fees, and in addition, you must provide and are responsible for all equipment necessary to access the Service.

### **3. YOUR REGISTRATION OBLIGATIONS**

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of Canada or other applicable jurisdictions. You also agree to:

(a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and

(b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

If you provide any information that is untrue, inaccurate, not current or incomplete, or JITR has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, JITR has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

### **4. JITR PRIVACY POLICY**

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy at <http://www.JITRINC.com/privacy/> You understand that through your use of the Service you consent to the collection, use and disclosure of this information, only as permitted by the Privacy Policy, including the transfer of this information to the United States and/or other countries for storage, processing, and use by JITR and its affiliates in order to provide the Service to you.

The I.D. associated with your account is the property of JITR or its affiliates, and is not your personal information.

### **5. MEMBER ACCOUNT, PASSWORD, AND SECURITY**

Upon successful registration for the Service, you will receive an account designation. You understand and agree that you are solely responsible for maintaining the confidentiality of your account including your password, and are fully responsible for all activities that occur under your account, including your password. You agree to:

(a) immediately notify JITR of any unauthorized use of your password or account or any other breach of security, and

(b) exit from your account at the end of each session. JITR will not be liable for any loss or damage arising from your failure to comply with this Section.

### **6. MEMBER CONDUCT**

You understand that all materials, including without limitation, information, data, text, software, music, sound, photographs, graphics, video, and email messages or other kinds of messages ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not JITR, are entirely responsible for all Content that you upload, post, email, transmit, or otherwise make available via the Service. JITR does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will JITR be liable in any way for any Content,

including, but not limited to, or any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of or reliance upon any Content posted, emailed, transmitted, or otherwise made available via the Service.

You agree that you will not use the Service to:

- (a) upload, post, email, transmit, or otherwise make available any Content that is harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable or generally unlawful;
- (b) upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (c) upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- (d) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (e) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- (f) intentionally or unintentionally violate any applicable local, provincial, national or international law, including, but not limited to, regulations promulgated by the Ontario Securities Commission, any rules of any national or other securities exchange, including, without limitation, the Toronto Stock Exchange, the Montreal Stock Exchange, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- (g) collect or store personal data about other users without their express consent or in connection with the prohibited conduct and activities set forth in paragraphs (a) through (f) above.

You acknowledge that JITR does not pre-screen Content, but that JITR and its designees have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, JITR and its designees shall have the right to remove any Content that violates the ToS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

You acknowledge and expressly consent to JITR accessing, preserving, and disclosing your account information and Content if required to do so by law or in the good faith belief that such access, preservation or disclosure is reasonably necessary to:

- (a) comply with legal process;
- (b) enforce the ToS;
- (c) respond to claims that any Content violates the rights of third-parties;
- (d) respond to your requests for customer service; or
- (e) protect the rights, property, or personal safety of JITR and its users.

You understand that the technical processing and transmission of the Service, including your Content, may involve

- (a) transmissions over various networks; and
- (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and use of these materials is subject to usage rules set by JITR and/or content providers who provide Content to the Service. You agree that you will not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

## **7. SPECIAL ADMONITIONS FOR INTERNATIONAL USE**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from Canada or the country in which you reside.

## **8. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE**

JITR does not claim ownership of Content you submit or make available for inclusion on the Service.

## **9. INDEMNITY**

You agree to indemnify and hold JITR and its affiliates, officers, agents, co-branders or other partners, and employees harmless and blameless from any claim or demand, including reasonable legal fees, made by any third party due to, or arising out of, Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the ToS, or your violation of any rights of another.

## **10. NO RESALE OF SERVICE**

You agree not to reproduce, duplicate, copy, sell, trade, or exploit for any commercial purposes, any portion of the Service (including the JITR I.D. associated with your account), use of the Service, or access to the Service.

## **11. GENERAL PRACTICES REGARDING USE**

You acknowledge that JITR may establish general practices and limits concerning use of the Service. You further acknowledge that JITR reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

## **12. JITR PROPRIETARY RIGHTS**

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by JITR you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in

whole or in part.

JITR grants you a personal, non-transferable and non-exclusive right and license to use the Software provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by JITR for use in accessing the Service.

### **13. DISCLAIMER OF WARRANTIES, REPRESENTATIONS, AND CONDITIONS**

You expressly understand and agree that:

(a) Your use of the service is at your sole risk. the service is provided on an "as is" basis. JITR expressly disclaims all warranties, representations and conditions of any kind, whether express or implied, including, but not limited to the implied warranties, representations and conditions of merchantability, fitness for a particular purpose and non-infringement.

(b) Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

(c) No advice or information, whether oral or written, obtained by you from JITR or through or from the service shall create any warranty not expressly stated in the ToS.

### **14. LIMITATION OF LIABILITY**

You expressly understand and agree that JITR shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if JITR has been advised of the possibility of such damages), resulting from:

(i) The use or the inability to use the service;

(ii) Unauthorized access to or alteration of your transmissions or data; or

(iii) Any other matter relating to the service.

### **15. EXCLUSIONS AND LIMITATIONS**

Some jurisdictions do not allow the exclusion of certain warranties, representations and conditions or the limitation or exclusion of liability for incidental or consequential damages.

### **16. NO THIRD PARTY BENEFICIARIES**

You agree that, except as otherwise expressly provided in this ToS, there shall be no third party beneficiaries to this Agreement.

## **17. NOTICE**

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the ToS or other matters by displaying notices or links to notices to you on the Service.

From time to time JITR will send you notices to let you know about important changes to the JITR Service. Such messages may not be received if you violate this ToS by accessing the Service in an unauthorized manner. Your agreement to this ToS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the Service in an authorized manner.

## **18. TRADEMARK INFORMATION**

JITR, the JITR logo, JITR product and service names are trademarks of JITR Inc. used by JITR . You agree not to display or use in any manner the JITR trademarks unless you obtain JITR Inc.'s prior express permission.

## **19. GENERAL INFORMATION**

### Entire Agreement

The ToS constitute the entire agreement between you and JITR and govern your use of the Service, superseding any prior agreements, oral or written, between you and JITR with respect to the Service. You may also be subject to additional terms and conditions that may apply when you use or purchase certain JITR services, affiliate services, third-party content or third-party software.

### Choice of Law and Forum

The ToS and the relationship between you and JITR shall be governed by the laws of the province of Alberta and Canada without regard to its conflict of law provisions. You and JITR agree to submit to the personal and exclusive jurisdiction of the courts located within the province of Alberta, Canada.

### Waiver and Severability of Terms

The failure of JITR to exercise or enforce any right or provision of the ToS shall not constitute a waiver of such right or provision. If any provision of the ToS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the ToS remain in full force and effect.

### No Right of Survivorship and Non-Transferability

You agree that your JITR account is non-transferable and any rights to your JITR I.D. or Content within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all Content permanently deleted.

### Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or related to the ToS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Further Assurances

You agree to use reasonable efforts to do, make, execute, deliver, or cause to be done, made, executed, or delivered, all such further acts, documents, and things as JITR may reasonably require from time to time for the purpose of giving effect to these ToS, including regularly reviewing the ToS and updating your registration information.

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