

CORNERSTONE GOVERNANCE CORPORATION - WEBSITE TERMS OF USE

1. Introduction

- 1.1 *Please read this terms of use agreement (the "Agreement") carefully before accessing or using this website, www.Cornerstonegovernance.com (the "Website"). This Agreement constitutes a legal agreement between Cornerstone Governance Corporation ("Cornerstone") and you, the person accessing or using this Website ("You," "Your," "Yourself," and "User"). By accessing or using this Website, You agree to be bound by this Agreement and are deemed to have read it. If You do not intend to be bound by these terms and conditions, You may not access or use this Website.*
- 1.2 *Please also read carefully Cornerstone's Privacy Policy, as may be updated and amended from time to time, available on the Website and which is incorporated herein by reference (the "Privacy Policy"). By accepting this Agreement and/or using the Website, You agree to Cornerstone's Privacy Policy governing the collection and use of Your personal information.*
- 1.3 *By accepting this Agreement and/or using the Website, You agree to abide by Cornerstone's policies, procedures, and guidelines as may be posted on the Website or otherwise made available to you by Cornerstone.*
- 1.4 *Cornerstone reserves the right, in its sole discretion, to change, modify, add, or remove any of the terms and conditions of this Agreement and any of Cornerstone's policies, procedures, and guidelines at any time and without notice to You. It is Your responsibility to review the Website, the policies, procedures, and guidelines, and this Agreement periodically for changes. Your continued use of the Website is deemed to be Your acceptance of any such changes, modifications, additions, or removals.*

2. Services

- 2.1 *Cornerstone's Website contains, without limitation, information about Cornerstone and Cornerstone's services, which include without limitation corporate governance compliance services, an incident report filing service, a contact submission form, a board administration program account set-up through a third-party platform, and links to third-party websites (collectively, the "Services").*
- 2.2 *Prices for the Services are subject to change without notice. Cornerstone reserves the right at any time to modify or discontinue any Services without notice, and Cornerstone shall not be liable to You for any such modification, price change, suspension, or discontinuance of the Services.*



- 2.3 *Certain products or Services may be available exclusively on the Website and/or may have limited availability. Cornerstone reserves the right to limit the products or Services to any person, geographic region, or jurisdiction.*
- 2.4 *Cornerstone is not liable to You or to any third party for any loss or damage, or any claims, demands, or actions, howsoever arising either directly or indirectly from Your use of the Website or Services.*

3. *User Warranties and Covenants*

- 3.1 *You must be at least the age of majority in Your jurisdiction of residence to use the Website. By using the Website, You warrant and represent to Cornerstone that you are at least the age of majority in Your jurisdiction of residence.*
- 3.2 *As a User of the Website and/or Services, You agree that any content or information You provide is accurate, current, and complete and that You will abide by all applicable laws and regulations in relation to Your use of the Website and Services.*
- 3.3 *To access or use certain features of the Website, Users may need to set up an account and/or provide Cornerstone with information, such as, without limitation, Your name, email address, address, postal code, phone number, gender, or date of birth, which may be considered personal information ("Personal Information"). Cornerstone will use Your Personal Information in accordance with Cornerstone's Privacy Policy.*
- 3.4 *You agree that You will:*
 - (a) *maintain and update Your account information, including Personal Information, so as to ensure all Your information is current, accurate, and complete;*
 - (b) *keep confidential Your passwords and account information, if any, and assume responsibility for all activities that occur under Your password and account; and*
 - (c) *agree to immediately notify Cornerstone of any unauthorized use of Your account or change to Your account information.*

4. *Ownership and License*

- 4.1 *Copyright 2021 Cornerstone Governance Corporation. All rights reserved.*
- 4.2 *Subject to the express provisions of this Agreement:*
 - (a) *Cornerstone, together with its licensors, exclusively owns and controls all the copyright and other intellectual property rights in the Website and the Services, including without limitation all trademarks, trade names, copyright, marks, logos, and any other symbols of Cornerstone;*



- (b) *Cornerstone reserves the copyright and other intellectual property rights in the Website and the Services; and*
 - (c) *All images and content on the Website are either the property of, or used by permission of Cornerstone. Unauthorized use of any Website image or content by You is strictly prohibited.*
- 4.3 *Cornerstone reserves the right to restrict any User's access to the Website at Cornerstone's discretion.*
- 4.4 *Upon Your acceptance of this Agreement and/or Your use of the Website, Cornerstone grants You a limited, revocable, non-royalty, non-exclusive, and non-transferable license to access this Website for Your own use. This Agreement does not grant You any other right or license, whether express or implied, by estoppel or otherwise, in or under any patent, trademark, copyright, or other intellectual property or proprietary right in Cornerstone or any third party. Cornerstone may terminate this license at any time for any reason whatsoever.*
- 4.5 *You shall not in any way use, copy, reproduce, modify, download, upload, transfer, redistribute, broadcast, display, post, print, access, view, decompile or reverse engineer any of the contents of this Website except as expressly provided in this Agreement. This provision shall survive this Agreement.*
- 4.6 *Cornerstone reserves the right but is not obligated to modify, correct, add, or remove any of the contents of the Website in its sole direction at any time, without notice or compensation to You.*

5. Disclaimers

- 5.1 *The contents of this Website are provided on an "as-is" or "as available" basis. Cornerstone makes no warranties, guarantees, representations, or endorsements, express or implied, whatsoever, including without limitation with respect to accuracy, completeness, reliability, non-infringement of any property rights, merchantability, or fitness for a particular purpose. Cornerstone does not warrant that the quality of any Services, information, or other material accessed or purchased or obtained by You will meet Your expectations or that any errors in the Services will be corrected. Cornerstone does not warrant or guarantee that this Website or any other website linked to this Website will be free from infection, viruses, worms, or any other manifestation in code or content which may contain destructive or harmful properties. Further, Cornerstone makes no warranty or representation concerning any results or consequences from Your or any third party's use of the contents of the Website, or any other Websites linked to the Website. Any inclusion in this Website of any link to another website is not a warranty or endorsement of that other website.*



- 5.2 *The Website may contain links to third-party websites and content which are not owned or controlled by Cornerstone, and Cornerstone makes no representations or warranties as to the completeness, accuracy, or authenticity of any content, data, or information on any such third-party website. Accessing any third-party website linked through this Website or at all is entirely at Your own risk and cost.*
- 5.3 *Nothing in this Agreement or on the Website shall create or be deemed to create an agency, partnership, joint venture, employment, or franchise relationship between Cornerstone and You or Cornerstone and any third party.*

6. *Indemnity and Limitation of Liability*

- 6.1 *In consideration for the use of the Website and the Services, and on behalf of Your heirs, executors, successors, assigns, and whomever may have or acquire any interest in any claim arising from the use of the Website and the Services, including without limitation any minors (all of which are You for the purposes of this sub-article), You agree to indemnify and hold harmless Cornerstone from any loss, damage, or expense, and for any third-party claims, demands, or actions, howsoever arising, including without limitation from Your use of the Website or Services, or Your breach of this Agreement, and including without limitation claims, demands, or actions arising out of contract, tort, negligence, strict liability, or wilful harm, by You or Your employees, contractors, or agents.*
- 6.2 *In no event will Cornerstone be liable for any damages or loss of any kind, even if the same could have been reasonably foreseen by Cornerstone, including without limitation for loss or interruption of profits, business, or information, arising out of any use, misuse, or inability to use this Website or the Services, the content on this Website, or any third party website linked to this Website, or for the interruption, suspension, termination of access to, or the modification or alteration of this Website, the Services, the content on this Website, or any third-party website or link thereto. Notwithstanding the foregoing, should Cornerstone be found liable to You for any reason, including without limitation in contract, tort, negligence, or strict liability, such liability of Cornerstone shall be limited to the amount of the total fees paid by You to Cornerstone during the two-month period immediately prior to such liability becoming due.*

7. *Termination*

- 7.1 *The term of this Agreement shall commence upon Your acceptance of this Agreement and/or access or use of the Website.*
- 7.2 *This Agreement shall immediately and automatically terminate without further notice to You or any other action upon:*
- (a) *Your breach of any term or condition of this Agreement; or*



- (b) *The receipt of a notice requesting or informing of termination, at any time given by either party to the other party.*
- 7.3 *You agree that at any time and for any reason, Cornerstone, in its sole discretion, has the right (but not the obligation) to deactivate Your account, if any, block Your email or IP address, or otherwise terminate Your access to and use of the Website, immediately and without notice, for any reason, including without limitation if Cornerstone believes that You have acted inconsistently with this Agreement, whether literally or in spirit. You agree that Cornerstone shall not be liable to You or to any third party for any termination of Your access to any element of this Website.*
- 7.4 *Upon termination of this Agreement, You must immediately cease any use of the Website and the Services, including without limitation any viewing, printing, copying, storing, or downloading, and You must destroy all information, data, files, images, or any other content downloaded, printed, screenshot, or otherwise obtained from the Website.*

8. Assignment

- 8.1 *You shall not assign or transfer any interest or obligation under this Agreement to any third party without the prior written consent of Cornerstone, which may be unreasonably withheld. Any permitted assignment or transfer shall not relieve You of any obligations under this Agreement. You shall ensure that Your assigns or successors comply with the terms and conditions of this Agreement.*
- 8.2 *Cornerstone may, in its sole discretion, assign or otherwise transfer any or all of its rights and obligations under this Agreement, and Cornerstone shall be released from the terms and conditions of this Agreement upon such assignment or transfer.*

9. Miscellaneous

- 9.1 *Except where expressly stated otherwise herein, all notices and communications shall be sent as follows:*
- (a) *To Cornerstone at info@cornerstonegovernance.com; and*
- (b) *To You at the email address or mailing address You provide.*

Notice shall be deemed given on the day sent if emailed and the day five days after mailing if mailed.

- 9.2 *The warranties, representations, covenants, and obligations contained in this Agreement shall survive this Agreement.*
- 9.3 *This Agreement shall be binding on and enure to the benefit of the parties and their heirs, executors, administrators, receivers, trustees, successors, and permitted assigns.*



- 9.4 *No previous waiver, failure, or delay to exercise any right, provision, or entitlement under this Agreement shall be deemed to constitute a waiver or to affect any party's right to strict performance of other or future obligations under this Agreement.*
- 9.5 *This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any other prior statements, representations, discussions, negotiations or agreements between the parties, whether written or oral.*
- 9.6 *This Agreement shall be governed by the laws, rules, and regulations of the Province of Alberta, Canada, and the parties agree to attorn to such forum. All communications, transmissions, and transactions associated with the Website and with the provision of the Services are deemed to have occurred in Alberta.*
- 9.7 *If any provision in this Agreement is found to be invalid or unenforceable by any competent authority with jurisdiction over the matter, that provision shall to that extent be severed from the remaining terms and conditions of this Agreement, which shall continue to be valid and enforceable to the fullest extent as permitted by law.*

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE CLICKING ON OR OTHERWISE SELECTING "I AGREE" OR USING OR ACCESSING THIS WEBSITE. *By using or accessing the Website, You are agreeing, or are deemed to agree, to be bound by all the terms and conditions of this Agreement without modification, including the privacy policy incorporated by reference into this Agreement, in the same manner as if this Agreement had been duly executed in a paper or hard copy form by an individual or an officer of a corporation who is duly authorized to bind the corporation.*

