

## TERMS AND CONDITIONS OF USE

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**F. APPLICABLE LAWS:** Our Site is based in Canada. If you access this Site from outside Canada you do so on your own initiative, at your own risk, and in acceptance of all responsibility for your conduct. You expressly agree that the exclusive jurisdiction for any claim or action arising from or relating to these Terms and Conditions or from your use of this Site shall be in Provincial or Federal Court located in New Westminster, British Columbia, Canada, and you further agree to submit to the personal jurisdiction of such Courts for the purpose of litigating any such claim or action, and expressly waive any objection to that venue. You also agree to comply, at your expense, with all applicable local, provincial, federal or international laws and regulations, including, but not limited to, Canadian export restrictions that relate to your use or activities on this Site. To the fullest extent permitted under the law, the controlling language for these Terms and Conditions is English.

**G. COMPLIANCE WITH EXPORT CONTROL LAWS:** All transactions shall be subject to and conditioned upon compliance with applicable export control laws and regulations,

and any amendments thereof, of Canada and user's country of residence or business operation. You hereby agree that you shall not, except if those laws and regulations may expressly permit, make any disposition by way of transshipment, re-export, diversion or otherwise, of technical information (including, but not limited to, technical data and software) made available on or through any website, or the direct product thereof, other than as permitted by applicable export control laws and regulations.

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**J. DISCLAIMER:** RICHFORM does not warrant the accuracy or completeness of the information or the reliability of any advice, opinion, statement or other information displayed or distributed through this Site or any linked site. RICHFORM assumes no liability or responsibility regarding the accuracy or completeness of such information. By agreeing to these Terms and Conditions, you acknowledge that any reliance on any such opinion, advice, statement, or other information shall be at your sole risk. RICHFORM reserves the right, at its sole discretion, to correct any errors or omissions on this Site. RICHFORM may make any other changes to this Site and the information contained in this Site at any time without notice. RICHFORM, by referencing or furnishing information on this Site, does not grant any licenses or rights of any kind to any patents, trademarks, copyrights or any other intellectual property rights, except as explicitly set forth herein. All information contained on this Site is provided by RICHFORM on an "as is" and on an "as available" basis only. To the extent permitted by law, all warranties, whether express or implied, including, but not limited to, the implied warranties of fitness for a particular purpose, merchantability, title and non-infringement are all excluded.

**K. LIMITATION OF LIABILITY:** To the fullest extent permissible by law, in no event will RICHFORM and its directors, officers, employees, shareholders, agents,

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**L. MISCELLANEOUS PROVISIONS:** These Terms and Conditions are the entire agreement you have with RICHFORM regarding our Site, content and other subject matter set forth herein and supersede any and all prior or inconsistent understandings that may apply to the subject matter. RICHFORM reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms and Conditions, in whole or in part, at any time. Changes will be effective when such change is posted. Your use of the Site after any changes are posted will be considered acceptance of those changes and your agreement to be fully bound by any such revisions. If any part of these Terms and Conditions is held to be invalid or unenforceable by any court having competent jurisdiction, the invalidity or unenforceability of that part shall not affect the validity of the remaining parts which shall remain in full force and effect. Headings are purely for reference and shall not affect the meaning of any term or condition. If we fail to insist upon or enforce strict performance of any provision or right under these Terms and Conditions, it will not be construed as a waiver of any provision or right; rather, the same will remain in full force and effect. This Site is available only to individuals over the age of legal majority in their respective country, province, or state of residence or business operation. You agree that RICHFORM may terminate or suspend your use of the Site at any time and for any or no reason in its sole discretion, and without any liability to you or any third party, even if access and use continues to be allowed to others. Any provision that must survive to allow us to enforce its meaning shall survive termination; however, no claim or action relating in any way to these Terms and Conditions, Site, and content or otherwise with respect to their subject matter, regardless of form or the basis of the claim, may be brought by or through you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause of action arose). These Terms and Conditions replace all previous notices or statements with respect to the same subject. These Terms and Conditions are effective January 18, 2016.