

## Sky City

### Terms of Use Agreement

#### Introduction

These terms and conditions of use and the documents referred in them explain how you may use this website, [www.skycityportal.net](http://www.skycityportal.net). You should read these terms and conditions and the incorporated policies carefully before using this website. By agreeing to the terms and conditions of use and the incorporated policies, you agree to be bound by these terms and conditions of use and the documents referred to in them. If you do not agree with any of these terms and conditions and the documents referred to in them, do not click 'agree' at the bottom and you will be refused access to the user accessible parts of this website. If you have any questions about this website, please contact [info@skycityportal.net](mailto:info@skycityportal.net).

#### Definitions

"Additional Terms" means terms that are not included under the Terms relating to specific content, goods or services made available or supplied by Sky City using the Site, and which Sky City may add on a later date.

"Agreement" means this agreement.

"Community Standards" means any standards or other rules, including those that prohibit illegal and other practices that Sky City deems harmful, which Sky City may post on the Site from time to time.

"Content" means any content sent, submitted, posted or displayed by Users and third parties, such as advertisers, on the Site.

"Fee-based Subscription" means the Services which members are required to pay a fee to access and use.

"Internet Device" means a device that is used to connect to the internet, including but not limited to a laptop, personal computer, and smartphone.

"Other Policies" means any additional policies Sky City makes available on the Site, including but not limited to the Privacy Policy, Citizenship Policy, Promotions Policy, User Generated Content Policy, Community Standards Policy and Sky City Credits Policy, as amended or added from time to time.

"Registration Data" means the personal information you provide to Sky City as prompted by the registration form on the Site when setting up Your Account.

"Services" refers to any and all of the services which Sky City provides to Users.

"Site" means the website at which Sky City provides You access to Your Account and to Your Usage Subscriptions.

"Site Content" includes both Content and data posted by Sky City on the Site.

“Sky City”, “we”, “us” or “our”, as appropriate means Sky Networks Cloud and Internet Solutions with a corporate records office at Cheques and Balances - 908 Hillside Avenue, Victoria BC, V8T 1Z8, a company incorporated in British Columbia.

“Sky City Credits” refers to a form of tokens that Sky City may provide to Users.

“Suggestion Box” means the Site tool which Sky City provides the Users to provide feedback, including suggestions, to Sky City.

“Terms” means the terms and conditions of use included under the Agreement and the Other Policies.

“Unwanted Submissions” means any confidential or commercially sensitive information that you possess and which is property of you or third parties.

“Usage Subscription” means the Services to which members of the Site subscribe.

“Users” means any and all of the users of the Site.

“Your Account” means your account on the Site which is automatically created upon your acceptance of the Agreement and which allows you access and use of the Services.

“Your Account Name” means the user name you choose to identify yourself to Sky City and to the Users.

“Your Community Posts” means any and all data that you upload to the Site through Your Account, except for Your Feedback.

“Your Content” means all the data that you upload to the Site, including Your Community Posts and Your Feedback.

“Your Feedback” means your feedback about the Site and the Services, your suggestions on how the Site or the Services can be improved, complaints against other users for intellectual property infringements amongst other types of complaints, and any other such communications. Your Feedback includes patentable ideas or patent applications, advertising or marketing suggestions or prototypes and any novel manners in which you may use the Site and that are not in breach of the Agreement.

“Your Fee-based Subscription” means the Fee-based Subscription which you have subscribed to and which then becomes part of Your Usage Subscriptions.

“Your Usage Subscriptions” means the Services to which you are subscribed on the Site.

## **Demographics**

This Site is intended for and directed to residents of Canada who are at least sixteen (16) years of age.

You are:

- Sixteen (16) years of age; and
- a resident of Canada.

## **The Site, Services and Your Usage Subscriptions**

The Site is a platform for Sky City, a global megatropolis.

The Services may change from time to time and will be more fully detailed on the Site at applicable times.

You are responsible for obtaining and maintaining, at your sole cost, all Internet Devices and other equipment and software, and services necessary for you to access and use Your Usage Subscriptions.

Sky City grants you a right to use Your Usages Subscription for your personal use. Sky City also grants you a right to use Your Usage Subscriptions for your commercial use only where have subscribed to the Fee-Based Subscription.

Subject to the Terms, Sky City grants you a non-transferable, non-assignable, revocable and non-exclusive right to use Your Usage Subscriptions, solely for your operations and no one else's.

### **Account Registration**

You must establish an account with Sky City to use any and all of Your Usage Subscriptions.

Your Registration Data must be accurate, current and complete. You must use the management tools we have provided for you under Your Account to keep your Registration Data accurate, current and complete.

The Site's practices governing any resulting collection and use of your personal information including Registration Data are disclosed in our Privacy Policy. Your decision to provide this information is purely voluntary and optional. However, if you elect not to provide it, you may not be able to access certain content or participate in certain features of the Services, if any at all.

You may not sell, transfer or assign Your Account or its contractual rights, licenses and obligations, to any third party, including, for the avoidance of doubt, permitting another individual to access Your Account, without the prior written consent of Sky City.

Your Account Name must identify yourself to Sky City staff in connection with Your Account. Your Account Name may also serve as the name for your graphical representation within Your Usage Subscriptions. You may not select as Your Account Name any name that may violate any trademark right, copyright, or other proprietary right or mislead other Users regarding your identity or affiliation. You may not select as Your Account name any name that is vulgar, offensive, or otherwise inappropriate. Sky City reserves the right to delete or change Your Account Name if it, in Sky City's determination, violates the Agreement, and Sky City will have no liability regarding the use, modification, or deletion of Your Account Name.

You are solely responsible for all activities conducted through Your Account whether or not you authorize the activity, except to the extent that activities occur because someone gains access to our system without using your identifiers and password. In the event that fraud, illegality or other conduct that violates the Agreement is discovered or reported, whether by you or someone else, that is connected with Your Account, we may terminate Your Account as provided under the section "Termination of Your Account" of the Agreement.

You are solely responsible for maintaining the confidentiality of your password and Your Account details and for restricting access to your Internet Device used to access the Site. You are solely responsible for any harm resulting from your disclosure, or authorization of the disclosure, of your password and

account details or from any person's use of your password and account details to gain access to Your Account or Your Account Name. You will immediately notify us of any unauthorized use of Your Account, password or Your Account Name, or any other breach of security related to Your Usage Subscriptions. At no time should you respond to an online request for a password other than in connection with the log-on process to the Services. Your disclosure of your password to any other person is at your own risk.

We will not be liable for any loss or damage, of any kind and under any legal theory, to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations.

### **General Conduct**

You will:

- abide by certain rules of conduct, including the Community Standards;
- be solely responsible for your interaction with other Users of the Service, whether online or offline. We are not responsible or liable for the conduct or content of any Users, including you. We reserve the right, but not the obligation, to monitor or become involved in disputes between you and other Users; and
- exercise common sense and your best judgment in your interactions with others, for example, when you submit any personal, such as Registration Data or other information, and in all of your other online activities.

You will not:

- use the Site for any purpose that is unlawful under applicable law, or prohibited by the Terms;
- reverse engineer, decompile, copy, modify, distribute, transmit, license, sublicense, display, revise, perform, transfer, sell or otherwise make available to any third party or otherwise publish, deep-link, create derivative works from or exploit in any way the Site or its Content except as permitted by us under the Terms or as expressly provided under applicable law;
- use the Site to distribute viruses or malware or other similarly harmful software code;
- use any cheats, mods, hacks, or any other unauthorized techniques or unauthorized third-party software to cheat in any competition or game that may be offered on the Services, or to otherwise disrupt or modify the Services or the experience of any users on the Services;
- attempt to gain unauthorized access to any other user's Site account, password or to their Content;
- take any action that imposes or may impose, in our sole discretion, an unreasonable or disproportionately large load on our infrastructure or the infrastructure of our affiliates;
- copy, reproduce, modify, create derivative works from, distribute, or publicly display any content, except for your information, from the Site, or our affiliates' websites, without the prior expressed written permission of Sky City and the appropriate third party, as applicable;
- interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; or

- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content posted or transmitted through the Site or through Your Usage Subscriptions.

We reserve the right suspend Your Account and prevent your access to the Site if you do not comply with any part of the Terms or any applicable law, without any refund or other compensation, as provided under the section, “Termination of Your Account” of the Agreement.

### **Ownership, use and intellectual property rights in the Site**

The Site and all intellectual property rights in the Site, including without limitation any content, except as provided in the Terms, are owned by us and/or our licensors. We and our licensors reserve all our intellectual property rights, which include without limitation all copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind, whether registered or unregistered anywhere in the world, unless otherwise stated in the Agreement.

Nothing in the Terms grants you any rights in the Site other than as necessary to enable you to access the Site and use Your Usage Subscriptions consistent with the Terms. You agree not to adjust to try to circumvent or delete any intellectual property notices contained on the Site and in particular in any digital rights or other security technology embedded or contained within any Site Content.

The Site our trademarks and third-party trademarks incorporated into the Site. Your use or misuse of any trademarks or any other content on the Site except as provided in the Terms is strictly prohibited. Nothing contained on the Site shall be construed as granting, by implication, estoppel or otherwise, any licence or right to use any of our trademarks without our prior written permission.

Sky City’s grant of your rights under the Agreement are conditional upon your compliance with the Agreement, including payment of the fees associated with Your Usage Subscriptions at every instance they become due.

### **Pricing, Billing and Payment**

If you pay the applicable fees you will have a right to use the Fee-Based Subscription, subject to the Terms. Should you elect to access and use the Fee-based Subscription, you agree to the pricing, payment and billing practice as posted on the Site related to such fees and charges, plus taxes as applicable.

The fees for the Fee-based Subscription are non-recurring. When you opting for the Fee-based Subscription we have a right to automatically charge your credit card or debit account, or other payment method, for the applicable fees or charges, plus any applicable taxes that we are required to collect, and you authorize us to do so. Thereafter, each time Your Usage Subscriptions comes up for renewal, we will notify you of same through a renewal notice which will be sent to Your Account. In order to continue uninterrupted access and use of Your Fee-based Subscription, you must pay the applicable fees to renew Your Fee-based Subscription within the time as prescribed under the above-referred renewal notice.

Any prices posted in Canadian Dollar or non-Canadian Dollar currencies by Sky City on the Site do not include any applicable sales tax, unless specifically noted that it is tax inclusive.

Sky City reserves the right, upon reasonable notice, to:

- (i) change its practice of charging for access to some or all of the Services, including, but limited to
  - a. increasing or reducing fees to some or all of the Services, including access to premium functionality or content on some or all of the Site, which may include the Citizen Controls;
- (ii) change the terms and conditions for the Services or portions thereof; and
- (ii) restrict access to the Services or portions thereof, in whole or in part, based on any lawful eligibility requirements Sky City may elect to impose (e.g. geographic or demographic limitations).

Without limiting any other rights or remedies of Sky City, in the event of any payment delinquency Sky City may exercise its termination rights as provided under the section, "Termination of Your Account" of the Agreement.

### **Non-refundable**

Except as set forth, your paid fees for Your Usage Subscriptions or paid Sky City Credits are final, non-refundable, have no monetary value (i.e. are not a cash account or equivalent) and are payments of only a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to use, even if they come with a durational term (e.g. a monthly subscription). Notwithstanding any subsequent agreement by Sky City to provide a discretionary pro-rata refund or credit in certain circumstances, you have no property, proprietary, intellectual property, ownership, economic, or monetary interest in Your Account, Sky City Credits and Usage Subscription, which remain the exclusive property of Sky City, subject only to the limited license set forth in the Agreement.

### **Your Feedback**

Sky City encourages and welcomes Your Feedback and as such you are permitted to submit Your Feedback.

We reserve the right to investigate any complaints you may have but are under no obligation to do so and assume no responsibility or liability arising from any disputes you may have with other Users.

You will not send, submit, post or display Unwanted Submissions.

You may provide Sky City with Your Feedback in written or oral form. You may provide Your Feedback through the Suggestion Box on the Site.

Your Feedback is deemed to be our property. Sky City will not compensate You for any of Your Suggestions or for Sky City's use of Your Suggestions.

### **Your Community Posts**

You retain copyright and any other rights you already hold in Your Community Posts, including without limitation, information, data, text, software, music, sound, photographs, graphics, video and email messages or other kinds of messages included in such material.

Your Community Posts are your sole responsibility, and not Sky City's or Sky City's affiliates. You are entirely responsible for ensuring that Your Community Posts are accurate and do not include misleading information or infringe or violate anyone's proprietary rights.

By sending, submitting, posting or displaying Your Community Posts, you grant Sky City a perpetual, irrevocable, worldwide, royalty-free and non-exclusive licence, through multiple tiers, to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute Your Community Posts. This licence is for the sole purpose of enabling Sky City, and as the case may be, its affiliates, to provide the Services. You confirm and warrant to Sky City that you have all the rights, power and authority necessary to grant the above licence.

### **Prohibited Conduct**

With respect to Your Content you will not:

- represent or suggest that we endorse any other business, product or service unless we have separately agreed in writing to do so;
- use the Site, where the Site enables you to communicate with us and/or other Users of the Site, to transmit harmful or offensive (*e.g.*, violent, obscene, discriminatory, defamatory or otherwise illegal) communications or material which might otherwise bring us or the Site into disrepute. Although we reserve the right to monitor, edit, review or remove discussions, chats, postings, transmissions, bulletin boards and similar communications on the Site from time to time, we are under no obligation to do so and assume no responsibility or liability arising from any content you post on the Site nor for any error, omission, infringement, defamatory statement, obscenity, or inaccuracy contained in any such information.
- post, display, or transmit content that violates any law or the rights of any third party, including without limitation intellectual property rights. We reserve the right to request at any time proof of permissions in a form acceptable to us. Failure to provide such proof may lead to, among other things, removal of such Content from the Site;
- impersonate any person or entity without their consent, or otherwise misrepresent your affiliation, or if you are an adult, impersonate a minor for the purpose of interacting with a minor using the Service;
- stalk, harass, or engage in any sexual, suggestive, lewd, lascivious, or otherwise inappropriate conduct with Users who are minors;
- post, display, or transmit Content, including any communication(s) with employees of Sky City, that is harmful, threatening or harassing, defamatory, libelous, false, inaccurate, misleading, or invades another person's privacy;
- post, display, or transmit Content that is obscene, hateful, or racially, ethnically or otherwise objectionable;
- post, display or transmit any Content or conduct or host any activity that is sexually explicit, or intensely violent;
- post or transmit Content or code that may be harmful, impede other Users' functionality, invade other Users' privacy, or surreptitiously or negatively impact any system or network;
- not to post or transmit viruses, Trojan horses, worms, spyware, time bombs, cancelbots, or other computer programming routines that may harm the Services or interests or rights of other Users, or that may harvest or collect any data or information about other Users without their consent;

- post or transmit unsolicited or unauthorized advertising, or promotional materials, that are in the nature of "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation that Sky City considers to be of such nature;
- engage in malicious or disruptive conduct that impedes or interferes with other Users' normal use of or enjoyment of the Service; or
- defame or disparage anybody or make comments of an obscene, derogatory or offensive manner or otherwise use the Site or its Content in a way that brings us or any third party into disrepute or causes us to be liable to any third party;

We reserve the right to prevent or suspend your membership and access to the Site if you do not comply with any part of the Terms or any applicable law, without any refund or other compensation.

### **Our Use of Your Content and Liability over Content**

Subject to our Privacy Policy, we are entitled to use Your Content in any manner we see fit, including reproduction, transmission, publication, broadcast, and posting on any media and anywhere in the world, on a free of charge basis. We shall not be subject to any obligation of confidentiality nor be liable for any use and/or disclosure of Your Content.

Sky City does not control Your Community Posts or other Users' Content posted via the Services and, as such, does not guarantee the accuracy, integrity or quality of any Content. You therefore agree that you will not hold Sky City responsible or liable for any inaccuracies or for 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 Your Content.

### **Secure Communications**

The Site is not a secure means of communication and any information you supply to us will not be kept confidential. For that reason, you will not submit or send us Unwanted Submissions.

### **Sky City Credits**

Sky City Credits will not be an alternative currency, but is intended for use only on the Site.

Sky City Credits may come in one or more of the following forms:

- accrued on a scale;
- redeemed; or
- ranking Sky City Users.

We invite you to provide us with input, for example through the Suggestion Box, on how Sky City should develop Sky City Credits.

### **Accuracy of information and availability of the Site**

While we use reasonable efforts to include accurate and up-to-date information on the Site, we do not represent, warrant or promise, whether expressly or by impliedly, that any Content remains available, accurate, complete and up to date, free from bugs, errors or omissions or fit or suitable for any purpose.



Any reliance you may place on the Content is at your own risk and we may suspend or terminate operation of the Site at any time at our sole discretion. Nothing in the Terms shall operate to prejudice any mandatory statutory requirement or your statutory rights.

While we make commercially reasonable efforts to ensure that the Site is available, we do not represent, warrant or guarantee in any way the Site's continued availability at all times or uninterrupted use by you of the Site.

### **Hyperlinks and third party sites**

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not constitute an endorsement of such third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

### **Other Policies and Additional Terms**

The Other Policies are incorporated by reference into the Agreement. The Other Policies shall be subject to the Terms in the event of any conflict or inconsistency.

The Terms may also be supplemented or replaced by additional terms. Sky City will notify you when there are additional terms when necessary and will notify when your agreement to the additional terms are required to continue your access to Your Usage Subscriptions. Additional Terms shall prevail to the extent there is any conflict or inconsistency with any other of the Terms.

### **Termination of Your Account**

You may terminate the Agreement by closing Your Account at any time for any reason. In such event, Sky City shall have no further obligation or liability to you under the Agreement or otherwise, and you shall be entitled to no compensation or other payment, remedy, recourse or refund.

We may suspend or terminate Your Account if you violate the Agreement, as determined by Sky City in its discretion. Upon termination of Your Account, the Agreement will be automatically terminated and you may not re-subscribe to Your Usage Subscriptions or to any of the Services through other or future Site account you or others may set up on your behalf.

We may terminate Your Account if we determine in our discretion that such action is necessary or advisable to comply with legal requirements or to protect the rights or interests of Sky City, the Users or any third party.

We may terminate your Account if we learn, or in good faith believe, that you are a registered sex offender, that accessing Your Usage Subscriptions may violate a condition of parole or probation, that you have engaged in or attempted to engage in conduct with minors on the Services that violates the Agreement, or that you for any other reason may pose what we deem to be an unacceptable risk to the Community.

If Sky City elects to generally suspend or discontinue the Service, in whole or in part, for any reason, Sky City may terminate your Account. In such event, you will not be entitled to compensation for such

suspension or termination, and you acknowledge that Sky City will have no liability to you in connection with such suspension or termination.

Upon termination of Your Account, you will no longer be able to access Your Account or access any Content that Sky City would have made available to you through Your Usage Subscriptions, including Your Content. All licences granted by Sky City to use Your Usage Subscriptions will automatically terminate. You acknowledge that you have elected to procure Sky City Credits if applicable or access to Fee-based Subscription Areas notwithstanding the possibility of termination of such licence rights under the circumstances set forth in the Agreement.

You should ensure that Your Content comprises of only information to which you are willing to permanently lose access. You acknowledge and assume the risk of the possibility of termination of Your Account as provided in the Agreement, and you represent that you will make your decisions to participate

in Your Usage Subscriptions, contribute Content, spend your money and dispose of transferable licences at all times knowingly based upon these risks.

Upon termination, you will remain liable for any unpaid amounts owed by you to Sky City.

The provisions of the Agreement and any additional terms which by their nature should survive your suspension or termination will survive, including the rights and licences you grant to Sky City in the Agreement, as well as to the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action and mandatory arbitration.

The termination of the Agreement shall not affect any accrued rights of either party, unless otherwise stated in the Terms.

### **Site Accessibility**

We seek to make the Site as accessible as possible. If you have any problems accessing this Site or the Content accessible under Your Usage Subscriptions, please contact us at [info@skycityportal.net](mailto:info@skycityportal.net) and/or use the website accessibility tools available at [www.skycityportal.net](http://www.skycityportal.net).

### **Warranties and limitation of liability**

You represent and warrant that Your Content is and shall be your own original work, or you have acquired the requisite consent to submit, post, transmit or make available that work through Your Usage Subscriptions, and has been lawfully provided to us, and that we shall be entitled to disclose Your Account Name with any such Content that we may choose to publish. You agree that you waive all moral rights you may have in Your Content but that any personal information you supply with Your Content may, if we choose to do so, be used by us as described in our Privacy Policy.

You agree that your use of the Site is on an "as available" basis. As stated above, except as otherwise expressly required by applicable law, we make no representations, warranties, conditions or other terms, whether express or implied, in relation to the provision of the Site, including without limitation as to completeness, accuracy and currency or any Content, or as to satisfactory quality, or fitness for particular purpose.

To the maximum extent permitted by applicable law, we exclude all liability, whether arising in contract, tort, breach of statutory duty or otherwise, which we may otherwise have to you as a result of any error or inaccuracies in any Content, the unavailability of the Site for whatever reason, and any representation or statement made on the Site.

We will not be liable for any loss or damage we cause which we could not reasonably anticipate when you started using the Site, for example if you lose revenue, salary, profits or reputation as a result of your use of the Site and/or the acts or omissions of any third party such as other Users of the Site or any other indirect or consequential loss or damage you may incur in relation to the Site and its Content.

Under no circumstances shall our aggregate liability to you for any and all claims arising from your use of the Site, including the downloading or use of any Content, exceed to the extent permitted by law the amounts paid by you to us in relation to your use of the Site or its Content;

Notwithstanding any other provision of the Terms, we do not exclude or limit our liability for death or personal injury arising from our negligence, for any fraudulent misrepresentation made by us on the Site or for any other statutory rights which are not capable of being excluded. Our exclusions of liability, as referred above, shall include, but not be limited to, damages for loss of profits, goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss, even if Sky City or its affiliates have been advised of the possibility of such damages, resulting from the use or the inability to use Your Usage Subscriptions or any matter relating to Your Usage Subscriptions or to the Services including without limitation (i) any changes which Sky City may make to the Services, or for any permanent or temporary cessation in the provision of the Services, or any features within the Services; (ii) the deletion of, corruption of, or failure to send, display or store, any ads, content and other communications data maintained or transmitted by or through your use or other Users' use of the Services; (iii) your failure to provide Sky City with accurate account information or to keep your password or account details secure and confidential. Regardless of the foregoing, to the extent permitted by law, if we are found to be liable, our liability to you or to any third party is limited to the greater of: (a) the total fees you paid to Sky City in the 12 months prior to the action giving rise to the liability, and (b) \$150 CAD.

You expressly understand and agree that to the extent permitted by law:

(a) Your use of Your Usage Subscriptions is at your sole risk. Your Usage Subscriptions are provided on an "as is" and "as available" basis. Sky City and our affiliates assume no responsibility for the timeliness, deletion, mis-delivery, non-delivery or failure to store any user communications or Content. Sky City and its affiliates expressly disclaim 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) Sky City and its affiliates make no warranty that (i) Your Usage Subscriptions will meet your requirements; (ii) Your Usage Subscriptions will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the use of Your Usage Subscriptions will be accurate or reliable; and (iv) the quality of any of Your Usage Subscriptions, or Content obtained by you will meet your expectations.

(c) Any material downloaded or otherwise obtained through the use of Your Usage Subscriptions 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.

(d) No advice or information, whether oral or written, obtained by you from Sky City, our affiliates or through or from Your Usage Subscriptions shall create any warranty not expressly stated in the Agreement.

Any exclusions and limitations of liability in the Terms shall be subject to the Additional Terms in respect of matters covered by those Additional Terms and as otherwise required by law.

### **Release**

If you have a dispute with one or more Users, you release us, our affiliates and licensors and our officers, directors, agents, subsidiaries, joint ventures and employees from claims, demands and damages actual and consequential of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

### **Indemnity**

You agree to indemnify and hold Sky City, our affiliates and licensors and our officers, directors, agents, subsidiaries, joint ventures, partners and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach or violation of the Agreement, of any of Your Content, post, transmit or make available through Your Usage Subscriptions, your use of Your Usage Subscriptions, your connection to Your Usage Subscriptions, or your violation of any rights of another or your violation of any law or the rights of a third party.

### **External Links**

The Site may provide links to other websites or content. Sky City has no control over such third party's websites and resources. You acknowledge and agree that Sky City is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that Sky City is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or advertising, products, or other materials on or available from such websites or resources.

### **General**

The Terms are dated May 1, 2016 No changes to the Terms are valid or have any effect unless agreed upon by us in writing. We reserve the right to vary the Terms from time to time, which may include adding Additional Terms. Our new terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us, unless otherwise provided under the Terms. It is your responsibility to check the Terms from time to time to verify such variations.

Unless otherwise expressly stated in the Terms, all notices from you to us must be in writing and sent to our contact address at info@skycityportal.net and all notices from us to you will be displayed on our website from time to time.

We shall have no liability to you for any breach of the Terms caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

If any part of the Terms is unenforceable, including any provision in which we exclude or limit our liability to you, the enforceability of any other part of the Terms will not be affected. If we choose not to enforce any right that we have against you at any time, then this does not prevent us from later deciding to exercise or enforce that right.

The Terms contain the entire understanding and agreement between us and you in relation to your use of the Site and supersede and replace any representation, statement or other communication, whether written or otherwise, made by you or us which is not contained herein. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

You may not assign, sub-license or otherwise transfer any of your rights and obligations in the Terms to any other person.

The Terms shall be construed in accordance with and governed by the laws in effect within the Province of British Columbia.

*The parties acknowledge that they have required that the Terms and all related documents be prepared in English. Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.*