

# TERMS OF USE AGREEMENT

These are the terms and conditions (the “Agreement”) governing your participation in any Jensen Group Inc. (“JG Inc.” or “Owner and Organizer”) operated virtual event, meeting, show, seminar or conference (the “Virtual Event”). By registering for the Virtual Event you agree to these terms.

The following outlines Jensen Group Incorporated and its Netference platform’s Terms of Use agreement (“Terms of Use”). For the purposes of this Agreement, “Site” refers to the Jensen Group’s Netference website (the “Website”), which can be accessed at <https://netference.ca> or any subdomain therein. “Service” refers to the Organizer’s services accessed via the Website, in which users can find information about conferences, events, programs, workshops and sponsoring organizations, register for and virtually attend sessions via 3<sup>rd</sup> party platforms, such as Zoom, Google Meets and YouTube Live, participate in online discussions, groups and forums with other Website registrants and find opportunities offered by third-party stakeholders, such as sponsors (which information and updates is hereinafter collectively referred to as the “Service’s Content”). The terms “we,” “us,” and “our” refer to Jensen Group Inc. or Netference. “You” refers to you, as a user of our Website or our Service.

The following Terms of Use apply when you view or use the Service via our Website at <https://netference.ca> or any subdomain therein.

Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Use. **If you do not agree to be bound by these Terms of Use in their entirety, you may not access or use the Service.**

## Participant Requirements

Your registration entitles you to access to the Virtual Event for which you have registered. Any and all other costs associated with your attendance shall be borne solely by you, and Virtual Event shall have no liability for such costs.

You acknowledge and agree that Virtual Event, in its sole discretion, reserves the right to change any and all aspects of the Virtual Event, including but not limited to, the Virtual Event name, themes, content, program, speakers, performers, hosts,

moderators, venue, and time. Virtual Event content shall be recorded by JG INC and will be accessible to paid Participants.

The Organization respects the privacy of its Service users. Please refer to the Organization's Privacy Policy ("Our Privacy Policy") which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement to Our Privacy Policy as well as these Terms of Use.

## **Conduct and Restrictions**

When you create your own personalized account, you may be able to provide personal information including but not limited to your name, your contact information including phone and email address, social media accounts, biographical information, photographs or other images, and comment and post comments and other opinions ("User Content") to the Service. You are solely responsible for the User Content that you post, upload, link to or otherwise make or make available via the Service. You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. The Organization, however, reserves the right to remove any User Content from the Service at its sole discretion.

We grant you permission to use and access the Service, subject to the following express conditions surrounding User Content. You agree that failure to adhere to any of these conditions constitutes a material breach of these Terms.

By transmitting and submitting any User Content while using the Service, you agree as follows:

- You are solely responsible for your account and the activity that occurs while signed in to or while using your account;
- You will not post information that is malicious, libelous, false or inaccurate;
- You will not post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- You retain all ownership rights in your User Content but you are required to grant the following rights to Jensen Group Inc., the Website and to users of the Service as set forth more fully under the "License Grant" and "Intellectual Property" provisions below: When you upload or post User Content to the Website or the Service, you grant to the JG INC. and the Website a worldwide,

non-exclusive, royalty-free, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform that User Content in connection with the provision of the Service; to the extent permitted by the Service and under the Terms of Use;

- You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, or others, unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and
- You hereby agree that we have the sole and unfettered right to determine whether your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.
- You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. The Site is not responsible for any public display or misuse of your User Content. The Site does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or the technology or 3<sup>rd</sup> party services we employ, may monitor and/or record your interactions with the Service or with other Users with no notice to you.

## **Fees and Registration**

The payment of the applicable fee for the Virtual Event is due upon registration. If such payment is insufficient or declined for any reason JG INC may refuse to allow you to access the Virtual Event and shall have no liability in that regard.

The fees may be subject to sales tax, value added tax, or other taxes and duties which, if applicable, will be charged to you in addition to the fees.

## **Cancellation**

Cancellations are subject to the entire Virtual Event registration fee. All sales are final and no payments will be refunded or refundable unless otherwise specifically stated by the Organizer. Please note that if you do not cancel and do not access the

Virtual Event, you are still responsible for payment. In no event shall JG INC be obligated to refund all or a portion of the registration fee.

If JG INC is prevented from carrying out its obligations as it pertains to the Virtual Event you registered for as a result of any cause beyond its control, or such Virtual Event cannot be Virtually conducted because of a software or issue with the hosting platform or due to acts of God, strikes, labour disputes, government requisitions, restrictions or war or apparent act of war, terrorism, disaster, civil disorder, epidemic or pandemic, curtailment or restriction on transportation facilities, or any other comparable calamity, casualty or condition (collectively a “Force Majeure”) JG INC shall have the right to immediately terminate the affected Virtual Event without liability and shall be relieved of its obligations to Registrant.

## **Content Disclaimer**

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by the Organizer or the Website, are those of their respective authors, and should not necessarily be relied upon. Such authors, including Users, are solely responsible for such content.

We do not guarantee the accuracy, completeness, or usefulness of any information on the Website or the Service nor do we adopt nor endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statement made by other parties, including Users. We take no responsibility and assume no liability for any User Content that you or any User or third party posts or sends via the Service. Under no circumstances will we be responsible for any loss or damage resulting from anyone’s reliance on information or other content posted on the Service, or transmitted to users.

Though we strive to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable when you use or access the Website or the Service. We reserve the right, but have no obligation, to monitor the materials posted in the public areas of the Website or the Service or to limit or deny a user’s access to the Service or take other appropriate action if one or more of the Users violate the Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. E-mails sent between you and other participants that are not readily accessible to the general public will be treated by us as private to the extent required by applicable law. The Organization shall have the unfetter right (even if deemed unreasonable in

all the circumstances) to remove any material that in the Organization's sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use of this Website may result in criminal and/or civil prosecution under applicable Canadian Federal and Provincial laws and regulations. If you become aware of a misuse of our Service that constitutes a violation of the Terms of Use, please contact us.

## **Third Party Sites and Services**

As part of the Service, we may provide you with convenient links to third party website(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as part of the Services provided to You and other Users. You acknowledge that JG INC. has have no control over Third Party Sites or Third Party Applications, Software or Content or the content, promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness, and we are not responsible for any Third Party Sites accessed through the Website or any Third Party Applications, Software or Content posted on, available through or installed from the Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply our approval or endorsement of same. You further acknowledge, understand and agree that in the event that you decide to leave the Website and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and that you are fully aware and advised that our terms and policies, including the Terms of Use, no longer govern such access to and use of Third Party Sites or the use or installation of any and all Third Party Applications, Software or Content. You further acknowledge, understand and agree the necessity of reviewing the applicable terms and policies, including privacy and data gathering practices, of any Third Party Site to which you navigate from the Website or relating to any applications you use or install from the Third Party Site.

## Zoom Video Conferencing Services

The Zoom Service on Jensen Group's Netference platform is provided as a desktop video conferencing service to provide online presentations, plenary sessions and meetings to Netference users. The following agreement ("Agreement") describes the terms on which you may access and use the Zoom service ("Service"). In order to become or continue as a user of this Service, you must read and accept all of the terms and conditions of this agreement. If you do not agree to be bound by the terms of this Agreement, you must not use or access the Service.

We reserve the right to modify this Agreement at any time, and without prior notice, by posting amended terms for acceptance on this site. Your continued use of the Zoom Service indicates your acceptance of the amended User Agreement.

Zoom is a cloud video conferencing platform used for online presentations, sessions, teaching, collaboration, and for providing services on the Netference platform. By continuing, you consent to the disclosure of your **name** and **email address and device information** to Zoom in the USA. Use of Zoom is subject to the Netference Terms of Service. You should not add or share personal or private information about yourself that you do not wish others to see. Any personal information that you publish about others must already be publicly available, presented by the third party in context, or you must have written consent from the individual prior to publishing it.

Technical support for the Zoom Service on the Netference platform is provided by Jensen Group inc.

All use of the Zoom Service must comply with the Canadian Copyright Act. Nearly all text, images, audio, video and other information created by third parties, including material found on the Internet, is subject to copyright protection. When posting copyrighted content you must comply with the various conditions imposed by the author/creator of the work.

The Zoom Service is provided by Zoom Inc. and use of the Zoom Service on the Netference platform is subject to the Services Agreement, Terms of Service, and Privacy Policy of Zoom. These documents may change without notice from Netference, Jensen Group Inc. or Zoom Inc. These Terms of Service are subject to change at any time without prior notice. All users must agree to any amendments to the Terms of Service to continue use of this service.

Jensen Group Inc. will endeavour to ensure that the Zoom Service is available for all scheduled events and sessions created and properly established in the Netference

platform however, access to this site may be suspended temporarily and without notice in circumstances of system failure, maintenance or repair or for reasons beyond the control of the Jensen Group Inc.

JG INC will take commercially reasonable measures to ensure that the Service is available without significant interruption, notwithstanding scheduled downtime needed to help maintain effective operation of the Service. However, difficulties with hardware, software, equipment and services supplied by others may result in service interruptions. In such cases, JG INC shall provide The Customer as much notice as is reasonably practicable. In no event will JG INC Ltd. be liable to any party for any loss, cost or damage that results from any period of down time.

## **Licence Grant**

By posting any User Content via the Service, you expressly grant, and you represent and warrant that you have a right to grant, to the Organization a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service.

## **Intellectual Property**

All information, data, text, graphics, images, software, code, metadata, links, audio and video files, any online functionality to assist users of the Service and all other materials forming part of the Service's Content are the property of JG INC. or the respective suppliers of such Service's Content. The Service's Content is protected by copyright laws and other laws. Certain names, graphics, logos, icons, designs, words, titles, or phrases displayed in this Website may also constitute trade names, trademarks, or service marks registered in Canada, or elsewhere. The display of trademarks on the Website does not imply any licence has been granted to you for their use. Any unauthorized downloading, re-transmission, or other copying, or modification of trademarks and/or any of the Content herein may be a violation of federal or common law, and/or trademark and/or copyright laws and could subject

the person to legal action.

The Website provides the capability to access, view, download and print Service's Content and to use your email account. JG INC. grants you a non-exclusive, non-transferable, royalty-free licence to access and print a single copy of the Service's Content (other than software) for your own personal, non-commercial use in associated use of and access to the Service in accordance with this Agreement. You may not assign or transfer this license. You must maintain all copyright and other proprietary notices included in such Service Content. Except as is expressly permitted in this Agreement or as may be authorized in writing by a Service Content supplier, you shall not (and shall not permit any other person) to, in any way or by any means:

- \* use Service Content in any manner that is competitive with the business activities of supplier of such Service Content as a licensor and/or reseller of its such Service Content;
- \* sell, lease, rent, market, license, sub-license, export or transfer such Service Content;
- \* reproduce, redistribute, retransmit, publish, transfer, upload, post, frame or commercially exploit such Service Content;
- \* remove, alter or obscure any proprietary notices or disclaimers displayed with the Service Content; modify or prepare derivative works of the Service Content (or any portions thereof) except as is expressly permitted herein
- \* reverse-engineer, decompile or disassemble the Service Content (or any portions thereof); or use the Service Content in violation of any applicable laws or regulations.

You agree to abide by all copyright notices, and license or use restrictions contained on the Website and in any Service Content on or material accessed through the Website. Modification of the Service Content or use of the Service Content for any purpose (including use of any such Service Content on any other website or networked computer environment) other than expressly permitted herein is a violation of copyright and other proprietary rights. You will not use the Website or the Service Content to collect, transmit, store, or exchange any material in violation of any applicable law or regulation, including material protected by copyright, trademark, trade secret, or other intellectual property rights, without proper authorization. You will use the Website and the Service Content ethically.

You acknowledge that we respect the intellectual property rights of others and requires that the Users do the same and JG INC. may, in appropriate circumstances, immediately terminate the right of any Users to have access to or the right to use the



Service who are deemed in JG INC.'s sole determination to be repeat infringers. For greater clarity, you acknowledge and agree that JG INC. may terminate all access for Users, including you, to the Website and the Service, who are found to have repeatedly provided or posted protected third party content without necessary rights and permissions.

From time to time, JG INC. in its sole discretion may make certain software expressly available to you for downloading through the Website (the "Downloadable Software"). All Downloadable Software will be clearly identified as such by JG INC.. JG INC. may require you to agree to certain additional terms and conditions specific to the use of the Downloadable Software before downloading it. If you are not required to agree to any further terms and conditions of a license agreement specific to that Downloadable Software before being permitted to download it, then your use of that Downloadable Software is subject to the terms and conditions of this Agreement as if it were Service Content other than software, and you may use that Downloadable Software solely in connection with the Website. You may not redistribute, sell, decompile, reverse-engineer or disassemble Downloadable Software expressly made available for download by JG INC. on the Website or otherwise expressly made available in relation to the Website. Except as expressly set out in this Agreement, you are not granted any rights in the Service Content. JG INC. and the respective Service Content suppliers retain full and complete copyright in and title to the Service Content and all other intellectual property rights therein.

## **User Consent to Receive Communications in Electronic Form**

For contractual purposes, you: (a) consent to receive communications from us in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address to send you other messages, including information about the Website or the Service and special offers. You may opt out of such email by changing your account settings, using the "Unsubscribe" link in the message.

You acknowledge and agree that your opting out as provided herein may prevent you from receiving messages regarding the Website, the Service or special offers.

## **Advertisements and Promotions**

To the extent that you choose to deal with advertisers or participate in promotions that appear on the Website, any terms, conditions, representations or warranties associated with your dealings are strictly between you and the advertiser. You acknowledge and agree that JG INC. has and continues to disclaim any responsibility or liability in respect of such dealings.

## **WARRANTY DISCLAIMER**

Unless otherwise expressly stated, the Website and all Service Content is provided on an “as is” and “as available” basis, without warranties of any kind, either express or implied, statutory or otherwise. JG INC. shall not be responsible for any detrimental reliance you may place on the Website or the Service Content. To the fullest extent permitted by applicable law, JG INC. disclaims all warranties or conditions, express or implied, including, but not limited to, implied warranties or conditions of merchantability, fitness for a particular purpose and reasonably acceptable quality, title, non-infringement with respect to the Website and or any Service Content obtained or accessible there from, any website with which the Website is linked and any products or services made available to you in connection with the Website. The entire risk as to the accuracy and use of any of the Service Content available on or through the Website and the results and performance of the Service Content, are assumed by you. JG INC. does not represent or warrant that the Website or any of the Service Content is accurate, complete, reliable, current or secure. Without limiting the foregoing, JG INC. does not warrant that: the functions, information or links contained on the Website or the Service Content will meet your requirements or expectations; that the Website or the Service Content, are fit for any particular purpose; or that the operations of the Website or the Service Content will be uninterrupted or error-free or accurate; that defects will be corrected, or that the Website (including the software, server(s) or other components that make up the Website), and the Service Content available are free of viruses, worms or other harmful components. You acknowledge and agree to assume full responsibility and risk of loss resulting from your downloading and/or use of files, information, content or other material obtained from the Website and the Service Content.

## **Website Security**

You acknowledge and agree that: 1) the Internet is not a secure medium and that accordingly, the privacy of your communications (including, but not limited to communications by secure e-mail), the privacy of your visits to the Website, and the privacy of your use of User Content cannot be guaranteed and 2) the nature of Internet communications means that your communications (including, but not limited to communications by secure e-mail service) may be susceptible to data corruption, unauthorized access, interception and delays; the Website and the Service Content may include incomplete information, inaccuracies or typographical errors; and that JG INC. and any other party involved in the management of the Website may make changes to the Website and the Service Content at any time without notice.

## **Limitation of Damages; Indemnification and Release**

To the extent permitted by applicable law, in no event shall JG INC., the Website, the Service, its affiliates, directors, or employees, or its licensors or partners, (either jointly or severally) be liable to you for any claim of damages for loss of profits, use, or data, or for any incidental, indirect, special, consequential or exemplary damages or costs, however arising, from: (a) the use, disclosure, or display of your User Content; (b) your use or inability to use the Service generally or the software or systems that make the Service available; or (c) any interactions with any other of the Users of the Website or the Service, whether such claim is based on breach of warranty or contract, tort (including negligence) or any other legal theory, and whether or not we have been informed of the possibility of such damage. Without limiting the generality of the foregoing you further agree that under no circumstances shall JG INC.'s total liability to you for all damages, losses, interests and costs for any claim or causes of action (whether in contract, tort, or otherwise) arising from your use of the Website in any form or manner exceed the amount paid by you, if any, to access or use the Website. JG Inc.'s obligations shall not apply to any Third Party Applications.

If you have a dispute with one or more of the Users, using the Service, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, whether direct or indirect or whether known and unknown, arising out of or in any way connected with such disputes.

To the maximum extent permitted by applicable law, you will defend, indemnify and hold JG INC. harmless from and against any and all claims, liability, and expenses, including all legal fees and costs, arising from: (i) any material breach of this Agreement by you, (ii) your use or misuse of the Website, the Service's Content, or any product or service available through the Website; and (iii) User Content submitted by you and its inclusion on the Website.

## **Modification of Terms of Use**

We can amend this Agreement and the Terms of Use at any time and will update the Terms of Use in the event of any such amendments. It is your sole responsibility to check the Website from time to time to view any such changes in this Agreement and the Terms of Use. Your continued use of the Website or the Service signifies your agreement to our revisions to the Terms of Use. We will endeavor to notify you of material changes to the Terms of Use by posting a notice on the Website's homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you acknowledge your obligation to keep your contact and profile information current. Any changes to the Terms of Use (other than as set forth in this paragraph) or waiver of our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of one of our officers. No purported waiver or modification of this Agreement on our part via telephonic or email communications shall be valid. Your continued use of the Website constitutes your acceptance of any changes made to this Agreement and the Terms of Use.

## **General Terms**

If any provision of this Agreement or the Terms of Use shall be found to be unlawful, void or unenforceable, then such provision shall be deemed severable here from and will not affect the validity and enforceability of any remaining provisions of this Agreement or the Terms of Use. Any failure on our part to enforce any provision of this Agreement or the Terms of Use will not be considered a waiver of our right to enforce such provision. All of the provisions of this Agreement or the Terms of Use (and any documents incorporated by reference) that by their nature are intended to survive, including but not limited to disclaimers, limitations on liability and indemnifications shall survive termination of this Agreement or the Terms of Use and you agree to remain bound by those provisions.

You agree and acknowledge that your use of this Website, any Service Content, and any products or services made available to you through the Website or through your use of the Website shall be deemed to have occurred and taken place solely in the Province of Ontario, Canada. You further agree and acknowledge that this Agreement, and any disputes in connection or arising from with this Agreement, and document incorporated by reference in this Agreement, your use of this Website, any of the Service Content or any service made available to you directly or indirectly through the Website, will be governed by the laws of the Province of Ontario, Canada, and the laws of Canada applicable therein. You expressly consent to the exclusive forum, jurisdiction, and venue of the courts of Ontario in any and all actions, disputes, or controversies relating hereto. If any provision of this Agreement shall be found to be unlawful, void or unenforceable, then such provision shall be deemed severable here from and will not affect the validity and enforceability of any remaining provisions. We may assign or delegate the Terms of Use and/or Our Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Use or Our Privacy Policy without our prior written consent, and any unauthorized assignment or delegation by you is void.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THE TERMS AND CONDITIONS OF THE TERMS OF USE. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS OF USE TOGETHER WITH THE PRIVACY POLICY REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. YOU FURTHER ACKNOWLEDGE AND AGREE THAT BY USING THE WEBSITE, YOU AGREE THAT THE PROVISIONS OF THIS AGREEMENT AND THE TERMS OF USE ARE REASONABLE. DO NOT USE THE WEBSITE IF YOU THINK THAT THE TERMS OF USE ARE UNREASONABLE.