

WEBSITE TERMS AND CONDITIONS OF USAGE

IMPORTANT! These Terms and Conditions (“Terms and Conditions”) govern your (the “User” or “You”) use of any Fabric website installed by and managed by Cogcentric Labs Inc. and any subdomains therein (collectively the “Website”). These Terms and Conditions are subject to change by Cogcentric Labs Inc. at any time in its discretion. Your use of the Website after such changes are implemented constitutes your acceptance of the changes. Please consult these terms and conditions regularly. These Terms and Conditions were last updated: **21 September 2018**.

1. PERMITTED USE

User has a nonexclusive, nontransferable, limited, and revocable right to use the Website solely for User’s (personal or commercial) educational, informational, and entertainment use.

2. PROPRIETARY INFORMATION

User and Cogcentric Labs Inc. both acknowledge and agree that the content created on the site belongs to the creator, and that accordingly, User will not reproduce, transmit, publish or distribute such Content to any third-party without the express written consent of Cogcentric Labs Inc. or the applicable creator except that User may print out a copy of Content solely for User’s personal use. In doing so, User will not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content placed there by the creator, except in the case of templates intended to be altered by creators for their own purposes.

3. DISCLAIMER

THIS WEBSITE IS PROVIDED BY WEBSITE ON AN “AS IS” BASIS AND THE USE OF THIS WEBSITE IS ENTIRELY AT YOUR OWN RISK. COGCENTRIC LABS INC. MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE, THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON THIS WEBSITE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THE STATUTORY WARRANTY AGAINST NON-INFRINGEMENT. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY THIS WEBSITE OR ITS EMPLOYEES OR REPRESENTATIVES, WILL CREATE A WARRANTY AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

4. LIMITATION ON LIABILITY

NEITHER COGCENTRIC LABS INC. NOR ANY OF ITS REPRESENTATIVES, AFFILIATES, LICENSORS OR CONTENT PROVIDERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE SERVICES OR TRANSACTIONS THROUGH THIS

WEBSITE OR THE INABILITY TO GAIN ACCESS TO THIS WEBSITE. YOU AGREE THAT, IN NO EVENT SHALL COGCENTRIC LABS INC. OR ITS OFFICERS, DIRECTORS, OWNERS, INDEPENDENT CONTRACTORS, EMPLOYEES, AGENTS, LICENSORS OR AFFILIATES BE LIABLE, AND YOU RELEASES ALL SUCH PERSONS FROM ANY LIABILITY, DIRECTLY OR INDIRECTLY, TO YOU FOR ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ARISING OUT OF OR RELATED TO THE USE OF THIS WEBSITE OR THE USE OF THE SERVICES THROUGH THIS WEBSITE REGARDLESS OF WHETHER SUCH LOSS, DAMAGE, LIABILITY OR EXPENSE RESULTS DIRECTLY OR INDIRECTLY FROM WEBSITE NEGLIGENCE. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF COGCENTRIC LABS INC. AND ITS LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT USER HAS PAID TO COGCENTRIC LABS INC. FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE.

5. INDEMNITY

User will indemnify and hold Cogcentric Labs Inc., its Licensors, content providers, service providers and contractors (the “Indemnified Parties”) harmless from any breach of these Terms and Conditions by User, including any use of Content other than as expressly authorized in these Terms and Conditions. User agrees that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and agrees to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys’ fees of the Indemnified Parties in connection therewith. User will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of User’s use of the information accessed from the Website.

6. COMMUNITY SECTIONS

Information posted on comments, discussions, forums, bulletin boards, or similar portions of the Website (“Community Sections”) is supplied by third-parties and other Users, unless Cogcentric Labs Inc. or its authorized representative identifies itself as the content poster. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties or any other User are those of the respective author(s) and not of Cogcentric Labs Inc.. User will not post any of the following material in any Community Section:

- material which threatens or abuses others, or which is defamatory or libelous, or which is invasive of another’s privacy;
- material for which User does not have the right to post, including the proprietary material of any third party;
- material which advocates illegal activity or discusses an intent to commit an illegal act;
- material for advertising or commercial solicitation;
- material which is vulgar, obscene, pornographic, or indecent; or

- material which does not pertain directly to the subject matter of the particular Community Section.

Cogcentric Labs Inc. reserves the right to monitor Community Sections to determine compliance with these Terms and Conditions, as well the right to remove or refuse to post any posting, including any of the above postings upon discovery thereof. Notwithstanding these rights, Users remain solely responsible for the content of its postings. User acknowledges and agrees that neither Cogcentric Labs Inc. nor any third party content provider will assume or have any liability for any action or inaction by Cogcentric Labs Inc. or any third party content provider with respect to any posting on the Community Section. User will not (i) select or use a member name or e-mail address of another person with the intent to impersonate that person; (ii) use a user name or e-mail address subject to the rights of any person without authorization; (iii) use a member name in violation of the intellectual property rights of any person; or (iv) use a member name that Cogcentric Labs Inc., in its sole discretion, deems offensive.

7. MISCELLANEOUS

7.1 Headings. The headings of Sections of this Agreement are for ease of reference only and shall not be admissible in any action to alter, modify or interpret the contents of any Section hereof.

7.2 Severability. If any Section or provision of this Agreement be held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction or arbitral tribunal, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.

7.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, applicable to contracts made and to be enforced wholly within such province.

7.4 Submission to Jurisdiction. The parties to this Agreement each specifically consent to jurisdiction in the state of Idaho in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof.

7.5 Venue. The parties to this Agreement each agree that venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof may be had in the Supreme Court of British Columbia, Canada.

7.6 Waivers and Amendments. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstances shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstances. This Agreement may be waived or amended only in writing and signed by both parties.

7.7 Survival. Sections 3, 4, 5, 6, 7.3, 7.4, and 7.5 of this Agreement, and any other provision which, in accordance with its terms is intended to survive this Agreement, shall survive the expiration or termination of this Agreement for any reason.

7.8 Assignment. Neither party may assign its rights or delegate its duties under this Agreement except that (i) either party may assign its rights to receive payments under this Agreement to a secured creditor and (ii) either party may subcontract for the performance of any of its obligations under this Agreement.

7.9 Complete Agreement/Incorporation. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between such parties with respect to such subject matter.