



Terms and Conditions (T&C) of Gnowit Web Site Usage

Please Read Carefully

By accessing this site (the "Site"), you agree to the following Terms and Conditions. If you do not agree, you should exit the site and not use it further. Gnowit, Inc. ("Gnowit", "We", "Us") reserves the right to revise these Terms and Conditions at any time by updating this posting, and also to modify or terminate any products, services, software, applications or features on the Site at any time. All products, services, software, applications or features available on or through this Site are subject to these Terms and Conditions, including but not limited to the EXCLUSION OF WARRANTIES and Limitations of Liability below.

Gnowit, together with any third party content or service providers whose software code may be incorporated in the Software, retains all rights, title, and interest to the Software, including, but not limited to, copyrights, trademarks, proprietary methods, source code, and trade secrets incorporated into the Software.

Limitations on Use

You may browse the Site, use its applications and features, and you may download material displayed on the Site, all for internal business or personal use only. You may not remove any copyright, trademark or other proprietary notices from materials you download. Nor may you distribute, modify, transmit, reuse, re-post, or use any material from the Site for public or commercial purposes. These limitations apply to all material on the Site, including but not limited to the text, applications, computer code, images, audio and video. Any use contrary to these limitations is a violation of the intellectual property rights of Gnowit and/or its contributors. Unless otherwise noted, all material on the Site is copyrighted. Copyright violation is a serious offense, punishable by civil and criminal penalties.

Notice Specific to Software Available from this Site

You may purchase an end-user license for certain software programs through this Site (the "Software"). All such Software is copyrighted work of Gnowit, and its licensors. The Software is made available for online web-based access by You, and for use by You, solely in accordance with and subject to the terms of the specific End User License Agreement accompanying the Software. You will not be able to purchase the end user license for the Software or access the Software unless you agree to the End User License Agreement.

Limitations on Liability

Gnowit uses reasonable efforts to include accurate and up-to-date information in the Site, but makes no warranties as to its accuracy. Gnowit has not reviewed any sites linked to the Site and is not responsible for the content of any off-Site pages or any sites linked to the Site. Your access

to, and use of, the Site, including your linking to any other off-Site pages or other sites, are at your own risk.

Any merchandise, coupons, offers, products or services offered to you through links to the Site are provided by third parties who are not affiliated with Gnowit. Gnowit does not endorse any third-party sites or any offers available through any such sites. Gnowit has no responsibility for any transactions and communications between you and any third party, including but not limited to any personal information you may choose to provide to any third party. Any decisions made based on information provided to you by the Gnowit site are solely made at your own discretion, and you agree to hold Gnowit blameless for any such decisions made by you or any other party to whom you have communicated this information.

Exclusion of Warranties

EVERYTHING ON THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, GNOWIT DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS AND PERFORMANCE OF ANY PRODUCTS, SERVICES, APPLICATIONS, FEATURES, INFORMATION OR ADVICE ON THE SITE, AS WELL AS FOR ANY SUCH ITEMS OR OTHER CONTENT AVAILABLE THROUGH ANY LINKS TO THE SITE.

Neither Gnowit nor any other party involved with the Site shall be liable for any direct, indirect incidental, consequential, or punitive or other damages or losses of any kind whatsoever arising out of your access to, or use of, the Site, including but not limited to any failure of performance, error, omission, interruption, defect or computer virus, or the deletion, failure to store, misdelivery or unavailability of any information, material, products, services, applications or features, even if advised of the possibility of such damages or losses. Gnowit's maximum liability to you for all claims, including but not limited to negligence, shall in no event exceed the amount you paid to Gnowit for the current month's billing cycle, for use of any Software for which you acquired a Usage Licence through this Site. By using the Site, you agree to release and hold harmless Gnowit, its affiliates, officers, directors and employees from any and all claims, demands, damages, costs and expenses of any kind whatsoever relating in any way to use of the Site or any materials downloaded from this Site.

Some jurisdictions do not allow the exclusion of implied warranties or certain forms of damages, so some of the above exclusions may not apply to you.

Trademarks

The trademarks, logos, and service marks (collectively the "Trademarks") displayed on the Site, are the Trademarks of Gnowit, except as otherwise noted. All other Trademarks, publicity rights and other rights are the property of their respective owners. You do not have any license or right, by implication, estoppel, or otherwise, to use any Trademark, image or other material displayed



on the Site without the written permission of Gnowit or the third party that may own the relevant material.

Intellectual Property Infringement Claims

Gnowit will respond as quickly as practical to any claims that infringing material appears on the Site, including investigating any such claims and taking any appropriate action under applicable laws. We may terminate access for any person who is a repeat infringer. Notices of alleged infringement should be sent to:

Copyright Notice (hello@gnowit.com)
Gnowit, Inc.

Violations

Gnowit reserves the right to pursue any and all legal and equitable remedies against anyone violating these Terms and Conditions, including but not limited to terminating access to the Site. Any failure by Gnowit to enforce any of its rights hereunder shall not be deemed a waiver of such rights or of any other rights.

Payments and License Agreement

You shall pay the total fee(s) for the Software imposed by Gnowit at the time of License purchase, unless separate payment terms have been specifically arranged with Gnowit in advance. You shall pay all invoices rendered by Gnowit within thirty (30) calendar days after from invoice date, or within another time frame set forth by Gnowit in writing in a separate agreement. All payments shall be made in either Canadian Dollars(C\$) or United States Dollars (\$). If You fail to pay any amount due within the related timeframe described herein, Gnowit may impose late charges equal to the lesser of 1.5% per month or the highest interest rate allowable by applicable law, together with all related expenses and collection costs, including reasonable attorneys' fees, incurred by Gnowit collecting any amounts owed under this License Agreement. Further, You shall reimburse Gnowit for any out-of-pocket expenses incurred in connection with duties performed by Gnowit hereunder. Upon request by You, Gnowit shall provide You with reasonable documentation evidencing the out-of-pocket expenses incurred by Gnowit.

Gnowit may disable the related License Key and/or access to the Software Feature Selections for the Software if related invoices are not paid within a reasonable timeframe as determined by Gnowit in its sole discretion. Licenses purchases that are made fraudulently, deceptively, or that result in a charge-back or disputed charge are considered to be not paid and are subject to immediate disablement.

Miscellaneous

You agree to be identified as a customer of ours and you agree that We may refer to you by name, trade name and trademark, if applicable, and may briefly describe your business in Our marketing materials and web site.

You may not assign this License Agreement without Our prior written consent.

This License Agreement will inure to the benefit of Our successors and assigns.

You acknowledge that this License Agreement is complete and is the exclusive representation of our agreement. No oral or written information given by Gnowit Inc or on Our behalf shall create a warranty or collateral contract, or in any way increase the scope of this License Agreement in any way, and you may not rely on any such oral or written information.

If any provision in this License Agreement shall be determined to be invalid, such provision shall be deemed omitted; the remainder of this License Agreement shall continue in full force and effect.

Gnowit Inc reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this License Agreement and to impose new or additional rules, policies, terms, or conditions on your use of the Service. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this Agreement as "Additional Terms") will be effective immediately and incorporated into this Agreement. Your continued use of the Gnowit Software or Website will be deemed to constitute your acceptance of any and all such Additional Terms. All Additional Terms are hereby incorporated into this Agreement by this reference.

This License Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario in Canada.

A change of management or legal form of the parties will have no impact on the Agreement. Any provision in this Agreement that turns out to be void, will not impair the validity of the entire Agreement.

To the extent that the rules of mandatory law do not prescribe otherwise, any and all disputes that may arise from the Agreement will be submitted to the competent Canadian court in the Province of Ontario. You and Gnowit both consent to the jurisdiction of such courts for any such disputes.