

GONE WITH THE WORD WRITER'S USER AGREEMENT

NOTE: YOU ARE CONCLUDING A LEGALLY BINDING AGREEMENT.

BETWEEN:

Gone With The Word ("GoneWithTheWord" or "GWTW"), info@gonewiththeword.com AND the Writer ("You" and/or the "Writer").

A. INTRODUCTION

1. *Purpose*

The mission of GWTW is to educate and empower new and aspiring authors whose intention is to self-publish their works of creative fiction. To achieve our mission, we present blog-styled articles on writing craft and the business of fiction publishing via our Website (www.GoneWithTheWord.com or the "Website") without charge to the reader. Further to our purpose, our Internship Program for young writers (secondary or post-secondary students) offers mentorship by one of our writers/editors and provides students with hands-on experience in the fiction industry.

2. *Scope and intent*

This Agreement (the "Agreement") sets out the terms by which You as an independent contractor will deliver articles (the "Content") to GWTW. Some or all of the Content may be reviewed and edited by GWTW's editorial staff in order to maintain the quality standards of GWTW's Website. GWTW reserves the right to delete any Content, which GWTW, acting in its sole discretion, deems inappropriate or inaccurate.

GWTW has the right to remove the Writer's access to the Website in the event the Writer fails to comply with the terms of this Agreement. You accept these terms by clicking the "Agree & Submit" button. This Agreement is effective on the date on which You accept these terms.

You agree that by registering on GWTW, or by using the Website, services, or other information provided as part of the GWTW services, You are entering into a legally binding Agreement with Gone With The Word based on the terms of this User Agreement and the GWTW Privacy Policy, which is hereby incorporated by reference (collectively referred to as the "Agreement") and become a GWTW User (the "User").

If You are using GWTW on behalf of a company or other legal entity, You are nevertheless individually bound by this Agreement even if your company has a separate Agreement with us. If You do not want to register an account and become a GWTW User, do not conclude the Agreement, DO NOT click "Agree & Submit". By clicking "Agree & Submit" You acknowledge that You have read and understood the Terms & Conditions of this Agreement and that You agree to be bound by all of its provisions. Please note that the GWTW User Agreement and Privacy Policy are also collectively referred to as GWTW's "Terms & Conditions".

B. YOUR OBLIGATIONS

1. *Terms and rights granted*

You grant to GWTW the right to electronically publish the Content on GWTW in accordance with the terms of this Agreement. You also grant to GWTW the right to use the Writer's name and excerpts of the Content in any materials created to promote the Website in any medium.

This Agreement shall remain in effect until terminated by either party at any time on written notice sent to the other party at the electronic mail address on record or using online tools on the Website.

The Writer agrees to adhere to the Terms & Conditions as published on the Website at www.GoneWithTheWord.com/terms_conditions ("Terms & Conditions"), which form a part of this Agreement.

2. *Confidentiality, license and warranty for your submissions to GWTW.*

When posting Content, the Writer warrants that the Content belongs to the Writer and that You are the copyright holder of the Content. The Writer agrees to notify GWTW of any third party claims against the Writer.

GWTW cannot guarantee immediate, constant and perpetual access to the Writer's Content. GWTW is not obliged to display, backup or archive the Writer's Content on the Website. The creation and maintenance of an original electronic version of the Content shall be solely the Writer's responsibility.

The Writer agrees that any information supplied by GWTW shall be confidential and may not be disclosed at any time for any reason to any person or entity. Such confidential information shall include, without limitation, the Website design, documentation, research, procedures, marketing timetables, strategies, development plans, statistics, communication, and other technical, business, operating and financial information.

You own the information You provide GWTW under this Agreement. You submit to GWTW, without any further consent, notice and/or compensation to You or to any third parties.

By providing information to us, You represent and warrant that You are entitled to submit the information and that the information is accurate, not confidential, and not in violation of any contractual restrictions or other third party rights. It is your responsibility to keep your GWTW profile information accurate and updated.

3. *Service eligibility*

To be eligible to use the service, You must meet the following criteria and represent and warrant that You: (1) are 18 years of age or older; (2) are not currently restricted from the services, or not otherwise prohibited from having a GWTW account, (3) are not a competitor of GWTW or are not using the services for reasons that are in competition with GWTW; (4) will only maintain one GWTW account at any given time; (5) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which You are a party; (6) will not violate any rights of GWTW, including Intellectual Property rights such as copyright or trademark rights; and (7) agree to provide at your cost all equipment, software, and Internet access necessary to use the services.

4. *Sign-in credentials*

You agree to: (1) keep your password secure and confidential; (2) not permit others to use your account; (3) refrain from using other Users' accounts; (4) refrain from selling, trading, or otherwise transferring your GWTW account to another party; and (5) refrain from charging anyone for access to any portion of GWTW, or any information therein. Further, You are responsible for anything that happens through your account until You close down your account or prove that your account security was compromised due to no fault of your own.

5. *Indemnification*

The Writer agrees to indemnify and hold harmless GWTW, its officers, directors, employees, agents, and advertising partners from claims that any Content submitted by the Writer to GWTW defames or infringes the rights of any other person, including but not limited to any copyright, trademark, other proprietary rights or confidential information of any other person, and any third party claims resulting from actual or alleged abuses by the Writer caused by: (1) your failure to comply with this Agreement, including, without limitation, your submission of Content that violates third party rights or applicable laws; (2) any Content You submit to GWTW; and (3) any activity in which You engage on or through GWTW.

6. *Payment*

If You purchase any services that we offer for a fee You agree to payment using PayPal™. You may cancel your services by contacting GWTW by electronic mail. You also acknowledge that GWTW payment services are subject to this Agreement and any additional terms related to the provision of this service.

7. *Notify us of acts contrary to the Agreement*

If You believe that You are entitled or obligated to act contrary to this Agreement under any mandatory law, You agree to provide us with detailed and substantiated explanation of your reasons in writing at least 30 days before You act contrary to this Agreement, to allow us to assess whether we may, at our sole discretion, provide an alternative remedy for the situation, though we are under no obligation to do so.

8. *Notifications and service messages*

For purposes of service messages and notices about the services to You, GWTW may place a banner notice across its pages to alert You to certain changes such as modifications to this Agreement. Alternatively, notice may consist of an electronic mail from GWTW to an electronic mail address associated with your account, even if we have other contact information. You also agree that GWTW may communicate with You through your GWTW account or through other means including electronic mail about your GWTW account or services associated with GWTW. You acknowledge and agree that we shall have no liability associated with or arising from your failure to do so maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the service.

9. *User-to-user communication*

The ideas You post and information You share may be seen and used by other users, and GWTW cannot guarantee that other users will not use the ideas and information

that You share on GWTW. Therefore, if You have an idea or information that You would like to keep confidential and/or don't want others to use, or that is subject to third party rights that may be infringed by your sharing it, do not post it to GWTW.

GWTW IS NOT RESPONSIBLE FOR A USER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST ON GWTW'S WEBSITE.

10. *Privacy Policy*

You should carefully read our Privacy Policy before deciding to become a User as it is hereby incorporated into this Agreement and governs our treatment of any information, including personally identifiable information You submit to us. Please note that certain information, statements, data, and Content (such as photographs) which You may submit to GWTW are likely to, reveal your gender, ethnic origin, nationality, age, and/or other personal information about You. You acknowledge that your submission of any information, statements, data, and Content to us is voluntary on your part.

Protecting your privacy is important to GWTW. This Privacy Policy explains how GWTW collects, uses, and discloses the personal information You may provide while using the Website and the services provided through the Website. It is always your choice whether or not to provide personal information through the Website. Any personal information You provide will be treated in accordance with this Privacy Policy.

- a. **Consent:** By using or submitting information to this Website, You consent to GWTW's collection, use, and disclosure of your personal information in accordance with this Privacy Policy. If You do not agree with this Privacy Policy, You may not use or submit personal information to the Website.
- b. **Information automatically collected:** Non-personal information: as is typical with many other Internet sites, the Website automatically collects certain non-personal information regarding users, such as the date and time You access the Website, your IP address, the URL from which You linked to the Website, the operating system You are using, the Website pages read and images viewed, and any Content You post to the Website. This non-personal information is used for Website and system administration purposes. Non-personal information may be disclosed to others and permanently archived for future use.
- c. **Cookies:** The Website uses "Cookies," a technology that stores a small amount of information on a User's computer to permit the Website to recognize future visits using that computer. Cookies enhance the convenience and use of the Website. For example, the information provided through Cookies is used to recognize You as a previous User of the Website (so You do not have to enter your personal information every time), offer personalized content and information for your use and otherwise facilitate your Website experience. Some of the banner ads displayed in the Website are provided by outside companies. These ads contain Cookies. While GWTW uses Cookies in other parts of the Website, Cookies received with banner ads are collected by GWTW's advertisers and GWTW does not have access to this information. GWTW may engage third parties to provide Cookies that collect information regarding Website use. You may choose to decline Cookies generally if your browser permits, but doing so may affect your use of the Website and your ability to access certain features of the Website.

- d. Personal information You specifically provide: Your personal information: during your use of the Website, You may be asked to voluntarily provide personal information (such as your name and electronic mail address) for communications with You. If You choose not to provide certain requested personal information, You may not be able to use certain features of the Website.
- e. Use of your personal information: GWTW may use your personal information to contact and correspond with You, respond to your communications, provide services to You, facilitate and enhance your use of the Website, and as otherwise permitted by law. Additionally, GWTW may keep a record of all communications with You. GWTW uses third-party advertising companies to serve ads when You visit its Website. These companies may use information (not including your name, address, electronic mail address or telephone number) about your search queries and visits to the Website and other websites in order to provide advertisements about goods and services of interest to You. You should be aware that if You voluntarily disclose information online (whether through GWTW's services or any other service available online), personal or otherwise, that information can be collected and used by others. For example, if You post personal information online, You may receive unsolicited messages from others. GWTW has no control over this use of your personal information. GWTW allows its users to send articles or links by electronic mail to other parties who may be interested in them. GWTW does not retain any electronic mail addresses of either the sender or recipient of such articles or links after they are sent.
- f. Electronic mails from GWTW: If You register as a GWTW User, then GWTW may send to You, from time to time, electronic mail or other communications containing information about GWTW and other matters that GWTW believes will interest You. At any time You may ask GWTW to stop sending You electronic mail by sending your request by electronic mail to info@GoneWithTheWord.com. Also, each electronic mail GWTW sends to You will tell You how to decline further unsolicited electronic mail.
- g. Disclosure of your personal information: GWTW may disclose your personal information in the following circumstances and as otherwise permitted by applicable law:
 - i. Disclosure to authorizing persons. If You use the Website on behalf of another person or organization (such as your employer), GWTW may provide your personal information to that authorizing person/organization. GWTW has no control over the use of your personal information by the authorizing person/organization, and that use is not subject to this Privacy Policy.
 - ii. Disclosure to GWTW business associates. GWTW may provide your personal information to its affiliated businesses, advertisers, or suppliers and service providers for use in connection with the operation of the Website. GWTW may also disclose your personal information to service providers who analyze Website use. GWTW requires its affiliated businesses, advertisers, suppliers and service providers to

agree to use your personal information only for the purposes for which it is provided to them, and to protect the privacy of your personal information in a manner that is consistent with this Privacy Policy.

- iii. Disclosure in business transfers. GWTW may be involved in the sale or transfer of some or all of its business. As part of that sale or transfer, GWTW may disclose your personal information to the acquiring organization, but will require the acquiring organization to agree to protect the privacy of your personal information in a manner that is consistent with this Privacy Policy. GWTW shall assume no liability for the acquiring organization's use and disclosure of your personal information. If at any time You do not wish GWTW to disclose your personal information as part of the sale or transfer of some or all of its business, please send your request by electronic mail to info@GoneWithTheWord.com.
- iv. Law enforcement and legal disclosure. GWTW may disclose your personal information to a government institution that has asserted its lawful authority to obtain the information or where GWTW has reasonable grounds to believe the information could be useful in the investigation of unlawful activity, or to comply with a subpoena or warrant or an order made by a court, person or body with jurisdiction to compel the production of information, or to comply with court rules regarding the production of records and information, or to its legal counsel. GWTW has no control over, or liability for, those persons' use and disclosure of your personal information, and that use and disclosure is not subject to this Privacy Policy.
- v. Depersonalized information. GWTW may use personal information to create non-personal information regarding the use of the Website and related services. GWTW may then disclose that non-personal information to other persons and permanently archive that non-personal information for future use.
- vi. Securing your information. To help protect the confidentiality of your personal information, GWTW employs reasonable security safeguards appropriate to the sensitivity of the information. Nevertheless, security risks cannot be eliminated and GWTW cannot guarantee that your personal information will not be used or disclosed in ways not otherwise described in this Privacy Policy.
- vii. Accessing your personal information. You may request access to your personal information and information about GWTW's collection, use and disclosure of that information by sending your request by electronic mail to info@GoneWithTheWord.com. Subject to certain exceptions prescribed by law, You will be given reasonable access to your personal information within a reasonable time, and to amend it as appropriate. GWTW attempts to keep its records as accurate and complete as possible.

- viii. Other websites. The Website may contain links to other sites or Internet resources. When You click on one of those links you are contacting another website. GWTW has no responsibility or liability for or control over those other websites or their collection, use and disclosure of your personal information.
- ix. Terms and Conditions. GWTW Terms & Conditions Agreement contains important provisions, including provisions disclaiming, limiting or excluding GWTW's liability for your use of the Website and provisions determining the applicable law and exclusive jurisdiction for the resolution of any disputes regarding the Website. Each of those provisions applies to any disputes that may arise in relation to this Privacy Policy or GWTW's collection, use and disclosure of your personal information, and shall be of the same force and effect as if they had been reproduced directly in this Privacy Policy.
- x. Policy changes. To accommodate changes in the Website, changing technology, and legal developments, this Privacy Policy may be changed from time to time at GWTW's sole discretion and without any prior notice to You. New versions of this Privacy Policy will be posted here. GWTW's collection, use and disclosure of personal information will be governed by the version of this Privacy Policy in effect at that time. Your continued dealings with GWTW or your use of the Website subsequent to any changes to this Privacy Policy will signify your consent to the collection, use and disclosure of your personal information in accordance with the changed Privacy Policy.
- xi. Your comments. If You have any comments or questions or complaints about this Privacy Policy or your personal information, please send your comments by electronic mail to info@GoneWithTheWord.com.
- xii. Language. This Privacy Policy and all other related documents are drawn up in the English language.

11. *Export control*

Your use of GWTW is subject to export and re-exports control laws and regulations. You shall not—directly or indirectly—sell, export, re-export, transfer, divert, or otherwise dispose of service to any end-user without obtaining the required authorizations from the appropriate government authorities.

12. *Contributions to GWTW*

By submitting ideas, suggestions, and/or documents ("Contributions" and/or "Work") to GWTW You acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) GWTW is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) You are not entitled to any compensation or reimbursement of any kind from GWTW under any circumstances; (d) compensation for special services rendered for GWTW will be agreed upon through written contract signed by an eligible officer of GWTW prior to the

commencement of the work and will be eligible for the amount, timeline and recurrence specified in that contract only. No further compensation or privileges will be provided at any time or under any other circumstance.

By reading, responding, and relating on GWTW You are agreeing to abide by these Terms & Conditions. You are welcome to browse the Website without providing any personal information.

GWTW encourages You to comment on articles, but does not condone personal attacks on Writers. You may not use the Website to send or post messages or material that are unlawful, harassing, libellous, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, sexually-oriented, threatening, racially offensive, inaccurate, or otherwise objectionable or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, provincial/state, national or international law or regulation.

Use of information found on the Website, either personal or otherwise, for any commercial purpose or to obtain direct financial gain is prohibited, including but not limited to chain letters, junk mail, spamming, solicitations (commercial or non-commercial) or bulk communications of any kind including but not limited to distribution lists to any person who has not given specific permission to be included in such a list.

In the event that GWTW determines that You have breached any portion of these Terms & Conditions, or have otherwise demonstrated conduct inappropriate for the GWTW community, GWTW reserves the right to: (1) delete any or all Content provided by You or your agent to GWTW; and (2) take any other action which GWTW deems necessary and appropriate.

13. Intellectual property

- a. Copyright: All copy, artwork, layouts and other Content of this Website, including information in all forms, text, logos, graphics, images, software, icons and other materials are protected by copyright laws of Canada and other countries and owned by GWTW or owned by their creator and used under license. No portion of any such materials may be reproduced without the prior written permission of GWTW or the Writer directly. All rights are reserved. The information on this Website may not be copied, reproduced or distributed in any form or by any means whether electronic, mechanical, printed, photocopied, recorded or otherwise, for any other purpose in whole or in part without the prior written permission of the Writer. GWTW reserves the right to take any and all appropriate legal action. By posting Content on GWTW, You are representing and warranting that it does not infringe any rights, including but not limited to copyright, trademark or rights of confidentiality, of any other person, and You agree to indemnify and hold GWTW harmless for any such infringement.
- b. Claims of copyright infringement: GWTW respects the Intellectual Property of others. If You believe that your copyrighted work appears on this Website in a way that constitutes copyright infringement, You may notify us by electronically mailing GWTW at info@GoneWithTheWord.com with the following information:
 - i. a description of the copyrighted work and a description of the infringing activity,
 - ii. the location of the copyrighted work (the original or an authorized

- copy and include specific identifiers such as its URL or ISBN),
 - iii. the GWTW URL where suspect material is located,
 - iv. the signature (electronic or physical) of the owner of the copyright or the person authorized to act on the owner's behalf,
 - v. your name, and electronic mail address,
 - vi. a statement by You declaring the disputed use is not authorized by the copyright owner, its agent, or the law,
 - vii. a statement by You, made under penalty of perjury, that all of the information in your notice is accurate and that You are the copyright owner or are authorized to act on the copyright owner's behalf, and
 - viii. Notice of claims of copyright infringement on the Website must be sent to: GWTW IN WRITING BY REGULAR POSTAL SERVICE.
- c. Trademarks: Gone With The Word's trademarks are valuable assets and GWTW takes infringement of them seriously. Other names, marks, brands, titles, slogans, logos, icons, graphics, or trade names, designs and other designations within this Website, including but not limited to GWTW, and the GWTW logo, are trademarks of either GWTW or other parties in Canada, the United States, the European Union and other countries.

Nothing contained on this Website should be construed as granting by implication, or otherwise, any license or right to use any of the Trademarks displayed on this Website without the written permission of GWTW or such party that may own such Trademarks.

14. Personal liability

You are legally and ethically responsible for words, files, pictures, or any other Work You post or transmit using GWTW's services and are responsible for honouring the rights of others, including intellectual property rights (copyright, patent, and trademark), the right to privacy, and the right not to be defamed. If You wish to post any Work on the Website in which a third party owns the copyright, You are responsible for obtaining the copyright holder's permission first and accurately attributing the copyright information where applicable.

In posting a Work via any service offered by GWTW, You authorize others to respond to and link to your Work. However, You agree not to reproduce or disseminate the Work of others, unless permission has been granted by the Writer or author.

All questions, comments, suggestions and other communications You may submit regarding the Content of this Website or any GWTW document shall be deemed to be non-confidential and GWTW shall have no obligation of any kind with respect to any such communication, and shall be free to reproduce, use, disclose and distribute such communication or otherwise without limitation.

GWTW is not responsible for any material and/or data obtained through downloading or other means, which may be responsible for any damage to your computer system, data, or any personal objects or for viruses that may infect your computer equipment or other property as a result of your use of the Website or your downloading of any data, text, images, files or other materials from this Website.

15. *Miscellaneous*

This Agreement and the Terms & Conditions set forth the entire Agreement between the Writer and GWTW and supersedes all prior written or oral agreements. This Agreement shall be binding upon the Writer and may not be assigned by the Writer without the prior written consent of GWTW, which may be withheld at GWTW's discretion. This agreement shall be binding on GWTW, its successors and assigns.

No modification or waiver of this Agreement shall be binding on either party unless agreed to by each party. If GWTW makes modifications to this Agreement, the Writer will be notified immediately upon logging in to the Website and/or by electronic mail. If the Writer continues to provide Content to GWTW after the changes are effective, the Writer agrees to have been deemed to have accepted such changes to the Agreement.

In the event of any dispute arising from this Agreement, the parties agree to seek resolution through good faith mediation and/or arbitration, prior to seeking recourse through the courts. The parties irrevocably adorn to the exclusive jurisdiction of the Province of Ontario, Canada to determine all issues, whether at law or in equity, arising from this Agreement.

C. YOUR RIGHTS

On the condition that You comply with all your obligations under this Agreement, we grant You a limited, revocable, nonexclusive, nonassignable, nonsublicenseable license and right to access the services, through a generally available web browser and/or mobile device to view information and use the services that we provide on GWTW web pages and in accordance with this Agreement. Any other use of GWTW contrary to our mission and purpose is strictly prohibited and a violation of this Agreement. We reserve all rights not expressly granted in this Agreement, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in GWTW and all related items, including any and all copies made of the GWTW Website.

D. OUR RIGHTS AND OBLIGATIONS

1. *Services availability*

For as long as GWTW continues to offer the services, GWTW shall provide and seek to update, improve and expand the services. As a result, we allow You to access GWTW as it may exist and be available on any given day and have no other obligations, except as expressly stated in this Agreement. We may modify, replace, refuse access to, suspend or discontinue GWTW, partially or entirely, or change and modify prices for all or part of the services for You or for all our users in our sole discretion. All of these changes shall be effective upon their posting on our Website or by direct communication to You unless otherwise noted. GWTW further reserves the right to withhold, remove and or discard any Content available as part of your account, with or without notice if deemed by GWTW to be contrary to this Agreement. For avoidance of doubt, GWTW has no obligation to store, maintain or provide You a copy of any Content that You or other users provide when using the services.

2. *Disclosure of user information*

You acknowledge, consent and agree that we may access, preserve, and disclose your registration and any other information You provide if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary in our opinion to: (1) comply with legal process, including, but not limited to, civil and

criminal subpoenas, court orders or other compulsory disclosures; (2) enforce this Agreement; (3) respond to claims of a violation of the rights of third parties, whether or not the third party is a User, individual, or government agency; (4) respond to customer service inquiries; or (5) protect the rights, property, or personal safety of GWTW, our users or the public.

Disclosures of User information to third parties other than those required to provide customer support, administer this agreement, or comply with legal requirements are addressed in the Privacy Policy.

3. *Change of terms*

GWTW reserves the right to change these Terms & Conditions at any time. These changes will appear on this screen. By using our services and this Website You agree in advance to accept these changes.

E. **DISCLAIMER**

The material in this site is provided for personal, non-commercial, educational and informational purposes only and does not constitute a recommendation or endorsement with respect to any company or product. GWTW does not provide any endorsement or recommendation of any third party's facility, business or event and makes no representations and specifically disclaims all warranties, express, implied or statutory, regarding the accuracy, timeliness, completeness, durability, title, non-infringement of intellectual property rights, interoperability of products and services, availability of the site, storage of content, merchantability or fitness for any particular purpose of any material contained in this Website.

Neither GWTW nor any of its partners, suppliers or affiliates or any other party involved in creating, producing, or delivering the Website is liable for any errors or omissions on the Website nor for any direct, special, incidental, consequential, indirect, or punitive damages arising out of your use of the Website or the information contained herein including, but not limited to, business interruption and loss of use, data, information or profits.

This Website facilitates access by hypertext links to other worldwide websites not maintained by or related to GWTW. These hypertext-linked websites are entirely independent of this Website and shall not in any manner be construed as implying any affiliation with or endorsement, representation or warranty by GWTW of such site or entity or its respective products, services, information, materials, opinions or links to other sites.

GWTW does not review or monitor such websites and is not responsible or liable for the content or accuracy thereof. The reproduction and use of any Content linked from GWTW is subject to the conditions that the respective Website owners may impose, and is at your own risk. You are encouraged and advised to review the posted terms and conditions of all websites that You visit from this Website.

SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

DO NOT RELY ON GWTW, ANY INFORMATION THEREIN, OR ITS CONTINUATION. WE PROVIDE THE PLATFORM FOR GWTW AND ALL INFORMATION AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. GWTW DOES NOT

CONTROL OR VET USER GENERATED CONTENT FOR ACCURACY. WE DO NOT PROVIDE ANY EXPRESS WARRANTIES OR REPRESENTATIONS.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA, AND NONINFRINGEMENT. IF YOU ARE DISSATISFIED OR HARMED BY GWTW OR ANYTHING RELATED TO GWTW, YOU MAY CLOSE YOUR GWTW ACCOUNT AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE TERMINATION SECTION AND SUCH TERMINATION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY.

GWTW IS NOT RESPONSIBLE, AND MAKES NO REPRESENTATIONS OR WARRANTIES FOR THE DELIVERY OF ANY MESSAGES (SUCH AS ELECTRONIC MAILS, POSTING OF ANSWERS OR TRANSMISSION OF ANY OTHER USER GENERATED CONTENT) SENT THROUGH GWTW TO ANYONE. IN ADDITION, WE NEITHER WARRANT NOR REPRESENT THAT YOUR USE OF THE SERVICE WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES. ANY MATERIAL, SERVICE, OR TECHNOLOGY DESCRIBED OR USED ON THE WEBSITE MAY BE SUBJECT TO INTELLECTUAL PROPERTY RIGHTS OWNED BY THIRD PARTIES WHO HAVE LICENSED SUCH MATERIAL, SERVICE, OR TECHNOLOGY TO US.

GWTW DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS SUBSCRIBING TO ITS SERVICES, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF ITS SERVICES BY OTHER USERS OF THE COMMUNITY; THEREFORE, GWTW DISCLAIMS ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION.

GWTW DOES NOT GUARANTEE THAT THE SERVICES IT PROVIDES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. GWTW DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, GWTW DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE GWTW WEBSITE DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON.

F. LIMITATION OF LIABILITY

SOME COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

GWTW nor any of our employees, shareholders, or directors shall be cumulatively liable for: (1) any damages in excess of five times the most recent fee that You paid for a service, if any, or US \$100, whichever amount is greater, or (2) any special, incidental, indirect, punitive or consequential damages or loss of use, profit, revenue or data to You or any third person arising from your use of the service, or any of the Content or other materials on, accessed through or downloaded from GWTW. This limitation of liability is part of the basis of the bargain between the parties and without it the terms and prices charged would be different. This limitation of liability shall:

- i.* Apply regardless of whether (1) You base your claim on contract, tort, statute or any other legal theory, (2) we knew or should have known about the possibility of such damages, or (3) the limited remedies provided in this section fail of their essential purpose; and
- ii.* Not apply to any damage that GWTW may cause You intentionally or knowingly in violation of this Agreement or applicable law, or as otherwise mandated by applicable law that cannot be disclaimed from in this Agreement.

G. TERMINATION

1. *Mutual rights of termination*

You may terminate this Agreement, for any or no reason, at any time, with notice to GWTW. This notice will be effective upon GWTW processing your notice. GWTW may terminate the Agreement and your account for any reason or no reason, at any time, with or without notice. This cancellation shall be effective immediately or as may be specified in the notice. For avoidance of doubt, only GWTW may terminate your access to any services. Termination of your GWTW account includes disabling your access to GWTW and may also bar You from any future use of GWTW.

2. *Misuse of the services*

GWTW may restrict, suspend or terminate the account of any User who abuses or misuses the services. Misuse of the services includes inviting other users to use your GWTW account or privileges; abusing the GWTW services; creating multiple or false profiles; using the services commercially without GWTW's authorization, infringing any intellectual property rights, or any other behaviour that GWTW, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, GWTW has adopted a policy of terminating accounts of users who, in GWTW's sole discretion, are deemed to be repeat infringers under copyright laws.

3. *Effect of termination*

Upon the termination of your GWTW account, You lose access to the services. The terms of this Agreement shall survive any termination, except "Your Rights" and "Our Rights and Obligations" hereof.

H. DISPUTE RESOLUTION

1. *Law and forum for legal disputes*

This Agreement or any claim, cause of action or dispute ("claim") arising out of or related to this Agreement shall be governed by the laws of the Province of Ontario regardless of your country of origin.