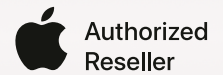


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vipsupport@westworld.ca

WestWorld Computers Ltd.
Apple for business experts!



WestWorld ViP Client
General Terms & Conditions

Since April 2, 2024

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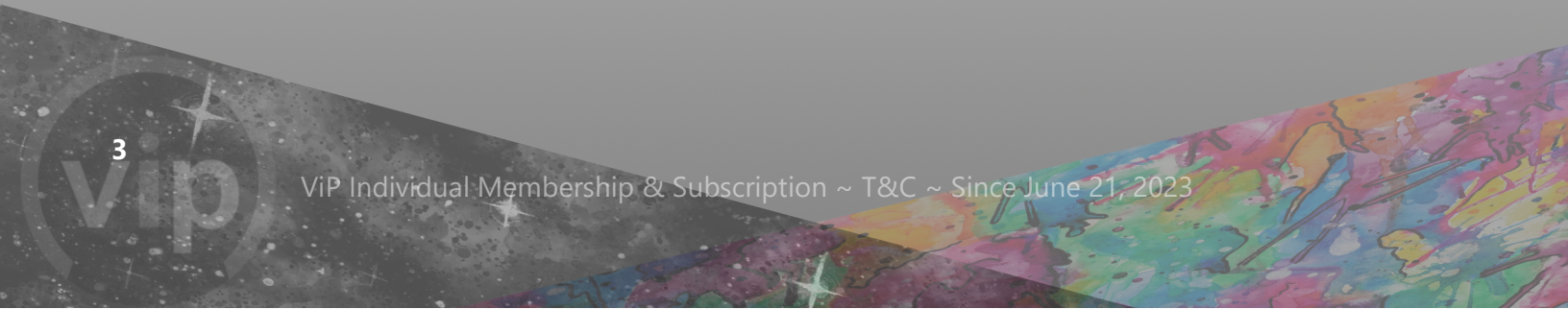
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CONTENTS

COPYRIGHT	0
GENERAL	4
1. DEFINITIONS AND INTERPRETATION	4
2. APPLICATIONS OF THESE CONDITIONS	7
3. COMMITMENT TERM	7
4. TERMINATION	7
5. REPRESENTATIONS	8
6. NOTICES	8
7. GOVERNING LAW	8
8. ASSIGNMENT	8
9. VARIATION OF THESE TERMS AND CONDITIONS	8
GOODS AND SERVICES	8
10. QUOTES	8
11. ORDERS	10
12. PRICING AND RATES	11
13. SERVICES AND PLANS	12
14. CONTRACTING	12
15. DELIVERY, TITLE AND RISK	13
16. RETURNS AND CLAIMS FOR GOODS AND SERVICES	13
17. COMPUTER UTILITY, FUNCTIONALITY AND FITNESS FOR PURPOSE	14
18. FORCE MAJEURE	16
19. PRODUCT SPECIFICATIONS	17
20. WARRANTIES	18
21. LIABILITY	18
22. ERRORS AND OMISSIONS	20
OUR RESPONSIBILITIES	21

23.	PRIVACY STATEMENTS AND YOUR RIGHTS	21
24.	OUR WEBSITE	21
25.	INSURANCE COVERAGE.....	22
YOUR RESPONSIBILITIES.....		22
26.	LODGING OF SERVICE REQUESTS.....	22
27.	ACCESS TO SYSTEMS, SITES AND PEOPLE	22
28.	THIRD PARTY AUTHORISATIONS	23
29.	PAYMENT, LATE PAYMENT AND DEFAULT	23
30.	NON-SOLICITATION OF CLIENTS AND EMPLOYEES	24
31.	SOFTWARE	25
32.	COPYRIGHT AND CONFIDENTIALITY.....	25
APPENDIX A		26
SERVICE REQUEST LODGEMENT PROCESS.....		26
SERVICE REQUESTS OUTSIDE OF OUR BUSINESS HOURS.....		27



GENERAL

1. DEFINITIONS AND INTERPRETATION

In these Conditions, the Rate Schedule and every Quote, Order, Plan contract, or other arrangement in connection with the supply of Goods or Services by Us, WestWorld Computers Ltd a/o WestWorld Computers Ltd. DBA iWorld Connect or iWorld Solutions, the following words have the following meanings:

"After Hours" means from 17:00 - 09:00 Mountain Time Monday to Friday and all day Saturday and Sunday, including Public Holidays;

"Business Hours" means Monday to Friday from 09:00 to 17:00 Mountain Time excluding Public Holidays;

"Client", "You" or "Your" means a person who seeks or obtains a quote for, or who orders, Goods or Services from Us, and includes both a person whose name is on the Order or on an email attached to which is an order, a person who places an order, and a person on whose behalf an Order is placed or on whose behalf it appears and order is placed, and in any case each of their heirs, successors and assigns;

"Conditions" means these terms and conditions;

"Goods" means any goods and/or services sourced by Us or provided by Us in connection with any such goods and/or services including computer hardware and Software and any goods or services provided in connection with any of those things;

"GST/HST" has the meaning given to it by the Canada Revenue Agency (Goods and Services Tax);

"PST" has the meaning given to it by the Province of the delivery of goods or services (Provincial Sales Tax);

"Order" means any order requested by You to Us for Goods or Services in any form;

"Quote" means a quote provided to You by Us;

"Period" means a particular number of half-days, days, weeks, fortnights, months, or any other period, as may be agreed between Us and the You as the period during which some Services will be provided;

"Plan" means any arrangement between Us and You (whether alone or in conjunction with any other person) for Services (including unlimited support) and/or the provision of Goods provided

by Us under an arrangement in connection with Work agreed to be done or progressed for or on behalf of You or any other person at Your request, including as set out in a Plan Schedule;

“Plan Schedule” means the key terms applicable to Plans as set, and as may be varied by Us, from time to time in its absolute discretion without notice to You;

“Public Holidays” means any day which is a public holiday throughout Canada and the province or territory the service is being delivered, other than a bank holiday;

“Rates” means the hourly rates and other charges for Services (including any call-out fees and any Return/Cancellation Fees) set out in the Rates Schedule, a Plan, Plan Schedule, Quote, contract or arrangement entered into by Us and You or in these Conditions, and includes any monies payable to Us from time spent on an implied Service request where any work has been done for You;

“Rate Schedule” means the schedule of rates, charges and conditions for the services of Ours as set, and as may be varied, by Us from time to time in its absolute discretion without notice to You;

“Reasonable Assistance Limits” has the meaning set out in clause 17.2;

“Return/Cancellation Fee” means a fee charged pursuant to clause 12.5 as set by Us from time to time;

“Service request” means a request for service such as adds, moves, changes and technical assistance;

“Services” means the provision of any services by Us including Work, advice and recommendations;

“Software” includes software and any installation, update, associated software and any services provided in connection with any of these things;

“Supported Equipment” We shall provide support for the Products listed in the “Schedule of Supported Equipment”;

“Us”, “Our” or “We” means iWorld Edutech Foundation and its, directors, sales representatives, members, agents, subsidiaries, heirs, successors and assigns; and

“Work” means anything We may do, provide, customise, produce or acquire, whether or not in connection with, or for the purposes of, You or Your use or benefit, and includes testing, troubleshooting, installation and configuration of new equipment or software, consulting, scoping, planning, documenting and quoting for complex items.

In these Conditions, the Rate Schedule and every Quote, Order, Plan, contract, or other arrangement in connection with the supply of Goods or Services by Us, unless the contrary intention appears:

Words denoting the **singular** number only **shall include the plural** number and vice versa;

Reference to **any gender shall include every other gender**;

Reference to **any Act of Parliament, Statute or Regulation shall include any amendment** currently in force at the relevant time and any Act of Parliament, Statute or Regulation enacted or passed in substitution therefore;

Headings and words put in **bold** are for convenience of reference only and **do not affect the interpretation or construction** of these Conditions;

All references to dollars (\$) are to Canadian Dollars;

A reference to time is to Mountain Time;

A reference to an **individual or person includes a corporation**, partnership, joint venture, association, authority, trust, state or government and vice versa;

A reference to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to these Conditions;

A recital, schedule, annexure or description of the parties forms part of these Conditions;

A reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions), as amended, novated, supplemented or replaced from time to time;

Where an expression is defined, **another part of speech or grammatical form of that expression has a corresponding meaning**;

A reference to **"includes"** means **includes without limitation**;

A reference to **"will"** imports a condition not a warranty; and

A reference to **bankruptcy or winding up** includes bankruptcy, winding up, liquidation, dissolution, becoming an insolvent under administration, being subject to administration and the occurrence of anything analogous or having a substantially similar effect to any of those conditions or matters under the law of any applicable jurisdiction and to the procedures, circumstances and events which constitute any of those conditions or matters.

2. APPLICATIONS OF THESE CONDITIONS

Unless otherwise agreed by Us in writing, these Conditions are deemed incorporated in and are applicable to (and to the extent of any inconsistency will prevail over) the terms of every Quote, Order, Plan, contract, or other arrangement in connection with the supply of Goods and/or Services by Us to You.

The invalidity or enforceability of any one or more of the provisions of this Agreement will not invalidate, or render unenforceable, the remaining provisions of this Agreement.

3. COMMITMENT TERM

- 3.1 The Minimum Commitment Term is equal to three (3) months. Memberships will then renew automatically either monthly or annually depending on the plan selected. ViP Membership Plans are non-refundable.
- 3.2 Your commitment term will begin on the day that you purchase your membership and then after the minimum commitment term, if applicable, will automatically renew on the anniversary date of term you have selected.
- 3.3 After the expiry of the Committed Term, an extension of the Term will automatically commence for the same period as the original Committed Term and will continue indefinitely, unless earlier terminated by you as specified in Clause 4.

4. TERMINATION

- 4.1 Following the Minimum Commitment Term your Membership may be terminated by You at any time in writing by:
 - 4.1.1 Cancelling your membership via your online login at westworld.ca
 - 4.1.2 Emailing vipcx@westworld.ca with your request of cancellation.
- 4.2 Memberships are pre-paid and non-refundable, should you wish to cancel your membership within the term your benefits will cease.
- 4.3 This Agreement may be terminated by Us upon thirty (30) days written notice to you.

5. REPRESENTATIONS

- 5.1 You acknowledge that no employee or agent of Ours has any right to make any representation, warranty or promise in relation to the supply of Goods or Services other than subject to and as may be contained in the Conditions.

6. NOTICES

- 6.1 Any notices given under the Conditions shall be in writing and sent by e-mail to the last notified e-mail address of Yours.

7. GOVERNING LAW

- 7.1 The Conditions shall be governed by and construed in accordance with the laws of the province of Alberta.

8. ASSIGNMENT

- 8.1 You may not assign Your rights and obligations under this Agreement without the prior written consent of Us.

9. VARIATION OF THESE TERMS AND CONDITIONS

- 9.1 We may at any time vary these Terms and Conditions by publishing the varied Terms and Conditions on Our website. You accept that by doing this, We have provided You with sufficient notice of the variation. We are under no other obligation to notify You of any variation to these terms and conditions.

GOODS AND SERVICES

The following applies to ViP Concierge Subscription Services only

10. QUOTES

- 10.1 Term and effect: Quotes will only be valid for 7 days unless otherwise specified in the Quote. A Quote is merely an invitation to You to place an Order with Us and the acceptance of a Quote by You will not create a binding contract between You and Us.
- 10.2 Quote is valid for 7 days only. Expiry dates on quotes are set to be able to inform Us when the quote is still active or to be discarded. Once discarded the quote will need to be requested again.

- 10.3 Once a quote has been confirmed by Us, then the prices in the quote will be confirmed as the final agreed price. A quote is confirmed as 'final' as soon as both parties agree with the final price after any last changes requested by You.
- 10.4 The price in the final quote may vary from the original request if there is any price or product changes requested by You. We reserve the right to alter product and prices in the quote, as long as the quote has not been confirmed by both parties.
- 10.5 Quotes and estimates shall be deemed to correctly interpret the original specifications and are based on the cost at the time the quote or estimate is given. If You later require any changes to the quotes, and We agree to the changes, these changes will be charged at Our prevailing rate.
- 10.6 Once the Quote has been confirmed and converted to an Order, the Order will be subjected to our normal Terms and Condition of Sale.
- 10.7 The general minimum turnaround time for Quote request to be actioned is usually two (2) business days. In the event that a quote is required urgently please let us know so that we can respond to it accordingly.
- 10.8 When a special price or discount offer has been applied to this Quote, no other special promotion, discount or bonus offer will be applicable.
- 10.9 In the event that products in the Quote are subjected to any price, currency exchange and supply fluctuations that is outside of Our control We reserve the right to update the price and product in the Quote at our sole discretion. If a product is no longer available, the product will then be substituted based on Your acceptance and is subject to price adjustments.
- 10.10 Price on non-stocked products are subjected to Price and stock fluctuations and can only be confirmed once the Quote is turned into an Order. While We endeavour to honour every price quoted, if there is a price increase that is beyond our control, We reserve the right to increase the price as necessary.
- 10.11 Once a Quote has already passed the expired date, We may cancel the quote or estimate without having to notify or receive an approval from You.
- 10.12 ETA information is based on an estimate given by our vendors and cannot be held as the actual promised date.
- 10.13 Freight charges will be added to the Order unless otherwise stated. Any included delivery charges are estimates only.

- 10.14 We do not hold inventory and as such only allocate or purchase items once we receive a completed order from a client. If You would like to return an item or cancel an order, a restocking fee may apply. We will need to get approval from the distributor that the stock is returnable before being able to issue a refund as not all products can be returned.
- 10.15 Prices are based upon total Quote Purchase.
- 10.16 Unless Specified, all items on quote are covered by the terms and conditions of the manufacturer's warranty. Hardware that is DOA or fails within the warranty period may be subject to a Service labour fee payable by You to Us to perform the warranty process on your behalf.
- 10.17 Varying or withdrawing Quotes: We may vary or withdraw a Quote at any time in Our absolute discretion and without prior notice to You. We may do so for any reason We consider fit, including, e.g. where the Goods or Services become unavailable or the cost price of Goods or Services increases after the date of the Quote.

11. ORDERS

- 11.1 Acceptance and Orders: An Order has no effect unless or until it is accepted by You in writing and, until We have received from You payment in clear funds for the Order and any related freight, delivery and (where applicable) in-transit insurance costs in clear funds.
- 11.2 No obligation to deliver: We are not obliged to deliver any Order until we have received payment in clear funds from You for the Order, any related freight, delivery and (where applicable) in-transit insurance costs or where We are unwilling or unable to complete the Order for any reason provided it refunds any payment made by You in respect of the Order.
- 11.3 Right to refuse orders: In the event your order does not pass our security checks we reserve the right to reject the order and will offer you an alternative payment and/or delivery option that will satisfy our security processes.
- 11.4 Cancellation of Orders: You will not cancel an Order unless We agree to do so in writing in Our absolute discretion. You acknowledge that, amongst other things, We cannot cancel an Order once the manufacturer or supplier has despatched the relevant Goods and that such despatch often occurs the same day as the Order is placed by Us. Any cancellation that We agree to may be subject to a cancellation fee.

12. PRICING AND RATES

- 12.1 Rates exclude Tax: All rates and amounts charged or quoted for Goods and/or Services by Us are exclusive of Tax and any other applicable taxes or government charges (unless otherwise stated in writing by Us).
- 12.2 Rates Schedule: You must pay for Goods and Services at the Rates set out in any applicable Plan and the Rate Schedule as applicable from time to time during the provision of the Goods and/or Services.
- 12.3 Vary Rates: We reserve the right vary any Rate and/or the Rate Schedule from time to time (subject to any fixed pricing for specific periods in any Plan), in its absolute discretion and without notice to You.
- 12.4 Call-out (Onsite) fees: You acknowledge that call-out fees may be charged in addition to the Rates at Our absolute discretion and that the amount of the call-out fee will depend upon where the Services are provided.
- 12.5 Return/Cancellation Fee: Where We arrange a return or refund on behalf of You, or where an Order is cancelled by You after acceptance by Us, We may charge You a Return/Cancellation fee to cover the administration costs to Us in processing the return or refund, or in processing the Order, the cancellation and any refund. We may deduct the Return/Cancellation fee from out of any moneys otherwise due to be refunded to You by Us.
- 12.6 Expenses: You must pay any out of pocket expenses plus 10% administration fee incurred by Us in providing the Services to You in addition to the Rates, charges and call-out fees, upon written demand. Such expenses will include travel costs, flights, rental car, fuel, insurance, taxi fares, accommodation and related meal allowance, tolls and car parking expenses. Where appropriate, We will provide an estimate of such expenses to obtain prior written authorization from You before such expenses are incurred.
- 12.7 Separate charges for Goods and Services: We may in Our absolute discretion charge for Goods separately from Services or may charge for Goods and Services together.
- 12.8 Calculation of increments: Where a charge is calculated based on increments of time, e.g. 1 hour or 30 minutes, We will charge the applicable rate for the whole increment of time even if work is done during part of, but not for the whole of, that increment of time.

- 12.9 Change in underlying costs: Without prejudice to any other rights of Ours under these Conditions, where there is any increase in the underlying costs incurred by Us in connection with the supply of Goods or Services to You, We may, in our absolute discretion, vary any of Our Rates.
- 12.10 Pre-Paid Blocks of Service: Where You agree to buy Pre Paid Blocks of Service during a Period, payment must be made in advance for the Pre-Paid Blocks of Service at the rate applicable pursuant to the Rates Schedule for all Services. Each such rate being less any discount agreed in writing between Us and You in respect of the Pre-Paid Blocks of Service. Services included in a Pre-Paid Block of Service rate during the Period:
- 12.10.1 are calculated in accordance with the applicable minimum time periods and **increments** set out in the Rates Schedule; and
 - 12.10.2 **are only provided by Us during the applicable Period.** Where Services are provided for a specified Period:
 - 12.10.2.1 the Services remaining unused for that Period cannot be rolled over into any subsequent Period; and
 - 12.10.2.2 We are not liable to refund, re-imburse, pay damages or otherwise compensate or indemnify You in respect of those unused Services.

13. SERVICES AND PLANS

- 13.1 Service and Plan Variations: Currently, We offer the Services and Plans referred to in the Rates Schedule and any Plan Schedule. We may withdraw the provision of, or vary the scope or terms of, or add to or change, the Services without notice to You, from time to time in Our absolute discretion.
- 13.2 Copies on Request: We will provide You with a copy of the current Rates Schedule upon request. Plan Schedules are tailored for particular Plans and are available to Clients participating in the Plan.

14. CONTRACTING

- 14.1 We may subcontract any or all of the Services to be performed, but shall retain prime responsibility for the Services under these terms.

15. DELIVERY, TITLE AND RISK

- 15.1 Delivery liability: We will use all reasonable endeavours to despatch Goods by the due date, but do not accept any liability for non-delivery or failure to deliver on time where this is caused by circumstances beyond the reasonable control of Ours, including, for example, due to failures in supply to Us or delays caused by third parties, such as delivery companies or manufacturers.
- 15.2 Availability to accept delivery: You must be available to accept the Goods at Your specified delivery address during Business Hours unless otherwise arranged.
- 15.3 Passing of Risk: Delivery is deemed to take place when the Goods are delivered to Your specified address, whereupon risks of loss, breakage and all damage and all other risks pass to You. Nothing in this clause 15.3 will affect title to the Goods.
- 15.4 Obligation to insure: You will ensure that Goods are adequately insured from the time of delivery under clause 15.3.
- 15.5 Retention of Title: Until We receive full payment in cleared funds for any moneys due to Us by You on any account or for any reason.

16. RETURNS AND CLAIMS FOR GOODS AND SERVICES

- 16.1 General Returns Policy: Notwithstanding anything in these Conditions, You acknowledge that We supply Goods subject to all applicable conditions, including returns and claims policies, of any relevant manufacturer or supplier. You will accept Goods subject always to these Conditions and the terms of such conditions and will indemnify and hold Us harmless in respect of any further or other obligation or any failure or default on the part of that manufacturer or supplier.
- 16.2 Customised or Special Goods not cancellable or returnable: Where Goods have some element of customisation for You, are supplied pursuant to an Order for Goods that is in the opinion of Ours special or unusual, the Goods are obtained from overseas, the Goods are obtained from a supplier who is no longer trading, or the Goods are otherwise not readily returnable by Us to the manufacturer or supplier or any related services may not be cancelled, You may not return the Goods to Us or cancel the related orders for Goods or services provided in relation to such Goods.

- 16.3 Duty to inspect: You will inspect all Goods immediately upon their delivery. You are responsible to ensure that the Courier officially documents any Goods that are accepted by You that may have been tampered with or have damaged packaging. Within one (3) business days inclusive of the date such delivery You may give written notice to Us of any matter or thing, by reason of which You might wish to return the Goods, ask for a refund, or make a claim. If no such notice is given on time, You will accept the Goods without any such return, refund or claim.
- 16.4 Return Condition: Where You are entitled to return Goods under these Conditions, You must return the Goods in their original condition and unopened, provided always that where, upon opening the packaging it becomes apparent that the Goods are different to what is described on the packaging or that the Goods are faulty, the Goods may be returned.
- 16.5 Return costs: You will pay restocking fees applied, all costs and expenses incurred by Us in arranging the return of the Goods to a manufacturer or supplier and/or the cancellation of any related services unless that manufacturer or supplier pays such costs.
- 16.6 Consequences of use, installation, customisation, or sale: You will indemnify and hold Us harmless in respect of all allegations and claims in respect of Goods once such Goods have been used, installed, customised or re-sold by You (without prejudice to the recourse of such a customer to the manufacturer of the Goods).

17. COMPUTER UTILITY, FUNCTIONALITY AND FITNESS FOR PURPOSE

- 17.1 Service limitations given the science of computing: You acknowledge that a reasonable incident of the Services may involve trial and error and that it is a science applied often in novel or unknown circumstances and involving experiment. In particular, You acknowledge that the Services may involve tests, troubleshooting, advice and recommendations that may prove incorrect or inappropriate, particularly in an attempt to cure a problem You are having. While We will make what We consider (in Our absolute discretion) to be all reasonable endeavours to provide appropriate tests, troubleshooting, sound advice and good recommendations in order to assist You, You will always indemnify and hold Us harmless in the provision of our Services to You.
- 17.2 Reasonable Assistance Limits: We are only obliged to provide what We consider, in Our absolute discretion, to be reasonable assistance in the circumstances (including

with the installation and customisation of new software or hardware for You or any other Work) under any Plan and You will pay for additional work at the Rates unless otherwise agreed. Without limiting the discretion of Us to determine what reasonable assistance is, normally, reasonable assistance is limited to work done during Business Hours over a period of time not exceeding any period that We have allowed or allows for the Work or has estimated or estimates the Work will take, whether or not notice of the time allowed or estimated is given by Us to You.

- 17.3 Recommendations, suitability, functionality and fitness for purpose: The parties acknowledge that:
- 17.3.1 We may recommend that You purchase Goods provided by third parties from time to time;
 - 17.3.2 Recommendations may be made in situations where You have made known to Us the purpose for which the Goods will be used or some function sought to be fulfilled;
 - 17.3.3 You acknowledge that We have no control over many factors involved with the suitability, function or fitness for purpose of Goods in an existing or new computer environment, e.g.
 - 17.3.3.1 the compatibility or ability of the Goods to fit into or perform to expectations in the receiving computer/internet environment; or
 - 17.3.3.2 the behaviour of third-party supplier, e.g. in relation to support;
 - 17.3.4 You acknowledge that for a whole number of reasons outside of Our control, the Goods may fail to meet Your expectations, may not turn out to be fit for all or any of the purposes sought, may not be suitable or may not function properly in all or any respects;
 - 17.3.5 You acknowledge that the Services provided by Us may involve the very task of seeking to customise Goods so they may be fit for particular purposes and that customisation may be a very substantial project in itself;
 - 17.3.6 Accordingly, You will accept the sole responsibility for, and indemnify and hold Us harmless in respect of:
 - 17.3.6.1 decisions as to whether or not to follow recommendations by Us;
 - 17.3.6.2 decisions as to whether or not to purchase or customise Goods or obtain Services for that or any other purpose; and

17.3.6.3 any failure or defect in suitability, function or fitness for purpose of any Goods and/or Services, including a responsibility to obtain Your own independent advice or second opinion from a suitably qualified person;

17.3.7 Where We provide Services with a view to achieving Your purposes, suitability, function or fitness for purpose (whether expressed, agreed or otherwise), You must pay for those Services on time without any set-off or counter-claim, whether or not We are able to achieve any of such purposes, suitability, function or fitness for purpose, provided always that We have acted in good faith and have made what We consider, in Our absolute discretion, to have made all reasonable endeavours to achieve those outcomes.

17.4 **Testing Procedures:** You will follow the instructions of Ours with regard to testing or troubleshooting any problems and that if those do not resolve the outstanding problems, We will, subject to these Conditions, allocate such resources as We consider reasonable in the circumstances towards their resolution.

18. FORCE MAJEURE

18.1 **Force Majeure:** If We are unable to supply any Goods or Services due to circumstances beyond Our reasonable control, We may cancel the Order (even if the Order has already been accepted) or cease to provide the Services by written notice to You, in which case You will hold Us harmless.

18.2 Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, pandemics, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, terrorism, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), acts of any governmental body, failure or delay of third parties or governmental bodies from whom approvals, authorizations, licenses, franchises or permits must be obtained, or inability to obtain labor, materials, equipment, or transportation or illness of MSP's technical staff (collectively referred to herein as "Force Majeure"). Each party shall use reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.

- 18.3 **Remote access to personal computers and/or networks:** If or when Client transitions to home or alternative networks, We will make best effort to make connections and serviceability. However, home or alternative networks may not have adequate internet connectivity and equipment to effectively work. We are not responsible for inadequacies in those home or alternative networks or to secure those connections. Home equipment will not be as secure and may not have Our software and security features. We are not responsible for the security of the home or alternative networks. Work on a home or alternative network unless otherwise included is outside the scope of this Agreement and We may charge it's then hourly rate for work on home or alternative networks. We will charge for additional software installed at home or alternative networks as needed.
- 18.4 In the event of a Force Majeure We are not required to have technicians work during periods or at places where their safety or health could be in jeopardy and in any event will not require technicians to go on site.
- 18.5 **Response Times:** Client agrees that weather, traffic conditions, or Force Majeure outside the control of Us may extend or prevent onsite response.

19. PRODUCT SPECIFICATIONS

- 19.1 **Alterations to Specifications:** We make every effort to supply the Goods in accordance with the Order however We may suggest alternate Goods with to minor variations should there be a delay in procuring the ordered Goods.
- 19.2 **Substitute Goods:** If We cannot supply the Goods ordered by You, We may suggest alternate Goods of equal or superior quality provided however that You will not pay a higher price than the price Quoted or otherwise agreed for the Goods ordered.
- 19.3 **Foreign Devices & Software:** You understand that software installed and attached devices are done at Your sole discretion. We do not imply assurances or offer support for devices or software not built or sold by Us.

If a foreign software or device is determined to be the cause of the failure, We shall invoice and You agree to pay Us standard rates for time and materials required to correct the failure.

20. WARRANTIES

- 20.1 **Reliance on Manufacturer's Warranty:** You will rely on the warranties provided by the manufacturer of Goods supplied by Us (where applicable) and will deal directly with such manufacturer rather than Us for all claims covered by such warranties. Warranty claims handled by Us on Your behalf will be subject to our standard labour Rates, overriding Support Agreement or covered by said warranty.
- 20.2 **No claim for manufacturer's default:** You indemnify and hold Us harmless in respect of the performance or otherwise, by any manufacturer of Goods supplied to You by Us, of any of the obligations of such manufacturer in respect of such Goods. This includes any damages or moneys due to You arising under, or in connection with, any breach by the manufacturer of any the manufacturer's warranties in respect of the Goods.
- 20.3 **Repairs not covered by warranty:** We may assist You with the identification of repair options, it is at Your sole discretion to accept the conditions of the Service Provider. We do not guarantee or warranty any Service Providers performance to You. You will make payment arrangements directly with the Service Provider which may include labor, parts, shipping, handling fees, all other incidental costs including expense and administration markup incurred during non-warranty repairs.

21. LIABILITY

- 21.1 **Exclusion:** Except as specifically set out herein and so far as may be permitted by law, any term, condition or warranty in respect of the quality, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods or Services, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.
- 21.2 **No liability for program or data loss:** You indemnify and hold Us harmless in respect of any allegation, claim, loss or expense of Yours or any third party for any program or data loss or damage suffered by You or that third party arising directly or indirectly from the supply of the Goods or Services by Us to You. You acknowledge You are solely responsible for securing and backing up Your programs and data in order to mitigate Your own potential loss or unauthorized access of programs and data.
- 21.3 **Your Information:** You herein acknowledge that We are not responsible for Your information, including without limitation, data files, documents, passwords, email addresses or any other such information that You may, or may not, deem as

personal or confidential. By agreeing to the Terms & Conditions, You herein agrees to hold Us harmless for any loss of information that may result from the performance of Services by Us.

21.4 **Limit on consequential damage:** You indemnify and hold Us harmless in respect of any allegation or claim as to any indirect or consequential losses or expenses suffered by You or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to You or any third party.

21.5 **Limit on damage from a failure in supply:** You indemnify and hold Us harmless for any allegation or claim for loss or damage by You or a third party where We have failed to meet any delivery date or cancels or suspends the supply of Goods or Services.

21.6 **Maximum liability:** The maximum liability of Us to You based on the claim of any person, firm, or corporation whatsoever arising out of or in connection with any sale, service, use of or other employment of any product delivered to You, or service request by You hereunder, whether such liability arises from any claim based upon contract warranty, tort or otherwise, shall in no case exceed the actual cost of the products and/or services provided pursuant to the order.

21.7 IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.

21.8 IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS OF DATA, OR DISCLOSURE OF INFORMATION, THAT YOU MAY, OR MAY NOT, DEEM TO BE PERSONAL OR CONFIDENTIAL, INCLUDING WITHOUT LIMITATION, NAMES, PASSWORDS, EMAIL ADDRESS, ADDRESS, TELEPHONE NUMBER, PAYMENT METHOD, DATA FILES, OR WITHOUT LIMITATION ANY OTHER INFORMATION CONTAINED ON YOUR DEVICE(S) OR OTHERWISE PROVIDED TO US.

21.9 **General limit on liability:** Except as otherwise expressly stated in these terms and conditions, We are not liable for any loss or damage of any kind however caused (including, but not limited to, by the negligence of Us) which is suffered or incurred by You in connection with:

21.9.1 Goods or Services provided to You or any Work;

21.9.2 these Terms and Conditions;

- 21.9.3 Your use of Our website (including the use of a credit card or other debit device) or any linked website;
 - 21.9.4 the non-availability of Goods or Our Services for any reason;
 - 21.9.5 any act or omission of Ours or the provision of inaccurate, incomplete or incorrect information by You, or
 - 21.9.6 for any other reason whatsoever.
- 21.10 **Limitation options:** To the extent that any legislation implies a condition or warranty that cannot be excluded but can be limited, clause 21.9 does not apply to that liability and Our liability for any breach of that condition or warranty is limited to Our doing any one or more of the following (at its election):
- 21.10.1 replacing the Goods or supplying equivalent Goods, Services or Work;
 - 21.10.2 repairing the Goods or the Work;
 - 21.10.3 paying the cost of replacing the Goods or the Work or acquiring equivalent Goods, Services or Work; or
 - 21.10.4 paying the cost of having the Goods or the Work repaired.
- 21.11 **Laws still apply:** Nothing in these Conditions is to be interpreted as excluding, restricting, or modifying or having the effect of excluding, restricting, or modifying the application of any Provincial or Federal legislation applicable to the supply of the Goods or Services which cannot be excluded, restricted or modified.
- 21.12 **Severance:** If any provision contained in the Conditions is unlawful, invalid or unenforceable, those provisions may be severed without prejudice to the validity and enforceability of the remaining provisions of the Conditions.

22. ERRORS AND OMISSIONS

- 22.1 We make every effort to ensure that all prices and descriptions quoted are correct and accurate. In the case of an error or omission, We may rescind the affected contract by written notice to You, notwithstanding that We have already accepted Your Order and/or received payment from You. Our liability in that event will be limited to the return of any money You have paid in respect of the Order.

OUR RESPONSIBILITIES

23. PRIVACY STATEMENTS AND YOUR RIGHTS

- 23.1 We are collecting Your personal information for the fulfilment of Quotes, Orders and the provision of Goods or Services to you and it may retain and use it for any such purposes (“Authorised Purposes”).
- 23.2 You are required to provide your personal information to Us for Authorised Purposes.
- 23.3 We may disclose Your personal information to other persons for the purposes of the fulfilment of Quotes, Orders and Work for you or in order to provide Goods or Services to You, to verify the information You provide, for enquiries about Goods or Services that may be suitable for your purposes, or to confirm Your requirements, to anyone proposing to supply Goods or Services to You, in verification efforts to extend credit, to acquire Goods or Services on Your behalf, or in respect of enquiries relating to any of the foregoing.
- 23.4 Otherwise We will not disclose Your personal information without Your consent unless authorised by law.
- 23.5 Your personal information will be held by Us at Our Principal Place of Business and You can contact Us to request to access or correct it.
- 23.6 We rely on You to submit correct information and details where requested. You accept that you will provide correct and up-to-date contact and authorization scope to us immediately upon change within Your business. Should transactions occur on your account due to Your failure to provide updated information You will be liable for such charges.

24. OUR WEBSITE

- 24.1 We make no representations or warranties in relation to information available on Our website, including without limitation:
 - 24.1.1 that the information on Our website is complete or correct;
 - 24.1.2 that Our website will be continuously available or free from any delay in operation or transmission, virus, communications failure, internet access difficulties or malfunction in hardware or software; and that We endorse

any internet site linked to Our website or any third party products or services referred to on Our website.

25. INSURANCE COVERAGE

- 25.1 We will maintain at Our own expense, commercial general liability insurance for personal injury and property damage for a general aggregate of \$5,000,000.

YOUR RESPONSIBILITIES

26. SUBMITTING SERVICE REQUESTS

- 26.1 In order for Us to provide You with the agreed Service, You agree to follow Our process for submitting Service Requests as outlined in Appendix A.

27. ACCESS TO SYSTEMS, SITES AND PEOPLE

THIS SECTION IS ONLY APPLICABLE TO PAID VIP PLUS CLIENTS WITH ADDITIONAL WAIVER.

- 27.1 In order to provide You with the agreed Service, You agree to give Us access to various items of Yours including but not limited to, equipment, people and sites as and when required.
- 27.2 You agree to allow Us to install Remote Hardware Monitoring and Maintenance software on Your Equipment that allows Our technicians to access Your systems at any time. This software allows Us to view system statuses, send monitoring information, see users' desktops and control Your computers. This may require that devices are left on overnight or weekends.
- 27.3 **Remote Access:** By agreeing to these Terms & Conditions, the You hereby authorizes Us, our employees, agents and subcontractors to access Your internal network, servers, and client computers for the purpose of providing support and maintenance.
- 27.4 It is understood that access may or may not be performed over an encrypted network connection, and there is potential for unauthorized person(s) to view or access the computer systems and/or network. You are solely responsible for access control to Your computer and network systems, and the changing of authorizations, passwords, encryption techniques, and other access control methods that You deem necessary to control network access and prevent unauthorized network access.

27.5 You hereby waive any future claims against Us, and agrees to hold Us harmless from any claim that may arise from the Us having access to Your network and computer systems.

28. THIRD PARTY AUTHORISATIONS

28.1 At times We may need to contact Your third-party providers on Your behalf, such as a manufacturer for warranty service, Your internet or software provider. Some of these providers may require Your authorisation for Us to deal on Your behalf. We will ask you to complete the attached authorisation form as needed so that We are able to deal freely with these providers.

29. PAYMENT, LATE PAYMENT AND DEFAULT

29.1 **Payment due date:** All invoices issued to You are due and payable to Us within the terms stated on the invoice by cash, cheque, credit card, electronic transfer or direct deposit in accordance with these Terms and Conditions and in the way set out on the Invoice.

29.2 **7 days late:** Where You fail to pay an invoice within seven (7) days of the due date, We may, in Our absolute discretion and without prior notice, suspend or discontinue the supply of Goods and/or Services to You.

29.3 **Recoveries:** All legal and other costs and expenses incurred in connection with the recovery of late payments will be added to the amount due by You to Us and will be recoverable from You, in addition to the original invoice cost. If You default in payment of any invoice on time, moneys which would have become due by You at a later date shall be immediately due and payable without any further notice to You. Collectively, all of these moneys are referred to in these Conditions as a "Sum Due".

29.4 **Interest:** If payment of any Sum Due is not made on time, We will charge interest daily on the Sum Due at the maximum rate allowed by law, calculated and charged daily on and from the due date until the Sum Due is paid in full.

29.5 **Application of funds:** All payments of the Sum Due made by You to Us will be applied as follows:

29.5.1 first in or towards payment of any costs (including legal costs), charges, expenses or outgoings paid by Us in relation to any dishonoured cheque fees, collection costs or any other action taken by Us for the recovery of any amounts owing by You to Us;

- 29.5.2 secondly, in or towards payment of any interest due or payable hereunder, and
- 29.5.3 thirdly, in or towards payment of Your debts to Us in order from the longest standing due to the most recently incurred.
- 29.6 **Security:** We may require You to provide security over Your property (including the Goods or any other property of Yours) as collateral to be held as security for any Sum Due or as a condition precedent to the continuation of supply of Goods or Services by Us to You.
- 29.7 **Payment arrangements:** In the event that a repayment arrangement is made in relation to any Sum Due and the supply of Goods or Services is resumed, but then a repayment due under that arrangement is not made on time, We may, in Our absolute discretion and without prior notice, again suspend or discontinue the supply of Goods or Services to You.
- 29.8 **Power of Attorney:** You hereby irrevocably appoint Us as Your attorney to do anything We consider fit for the recovery of the Sum Due or the creation, perfection or enforcement of any collateral held or to be held as security for any Sum Due.
- 29.9 **Other remedies:** We may exercise any of Our rights and remedies including taking legal action against You for the recovery of any moneys due to Us, notwithstanding it may have exercised other rights under these Conditions.

30. NON-SOLICITATION OF CLIENTS AND EMPLOYEES

- 30.1 You agree that employees are one of Our most valuable assets, policy and professional ethics require that Our employees not seek employment with, or be offered employment by You during the course of engagement and for a period of two (2) years thereafter (or the maximum amount permissible by a Court).
- 30.2 You agree that Our damages resulting from breach of this clause 30.1 would be impracticable and that it would be extremely difficult for Us to ascertain the actual amount of damages. Therefore in the event You violate this provision, You agree to immediately pay Us 100% of the employee's total annual salary, as liquidated damages and We shall have the option to terminate this Agreement without further notice or liability to You. The amount of liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs We would incur to identify, recruit, hire and train suitable replacements for such personnel.

- 30.3 You accept that in the event You solicit an employee of Ours to perform services outside of this Agreement that no Warranty, Insurance or Indemnification will be in-force for You or the Employee.

31. SOFTWARE

- 31.1 All Software licences are the responsibility of You and not that of Us. It is the duty of Yours to store all licences for all Software used, so that that they can be reproduced if and when required. This includes all Software installed by Us.
- 31.2 You indemnify and hold Us harmless against any claim, allegation, loss, damage or expense arising directly or indirectly from:
- 31.2.1 any unauthorised Software use by You;
 - 31.2.2 any breach of any Software licence in respect of Software provided to Us by You to be installed on one of Your computers;
 - 31.2.3 otherwise as a result of Us installing Software where You are not authorised to use the Software; and
 - 31.2.4 any problem, defect or malfunction associated with any Software (or related services) supplied by third parties.
- 31.3 All copyright in custom software remains the sole property of Ours unless alternate arrangements are made as part of a separate software agreement.

32. COPYRIGHT AND CONFIDENTIALITY

- 32.1 **Warranty and breach:** You warrant that any confidential or copyright information or intellectual property (of any kind and in any form held) or provided by You to Us belongs to You. In the event of any breach of this warranty, You will pay all sums due to Us as if such warranty had not been breached (and regardless of any non-performance of any obligation by Us on account of or in connection with the breach of such warranty). You indemnify and hold Us harmless in respect of any allegations, claims, loss, costs or expenses in connection with such breach of warranty by You.
- 32.2 **Retention of title:** All copyright and other intellectual property rights in any Work created, commissioned, or acquired by Us in the course of the supply of Services by Us to You will be the exclusive property of Ours unless otherwise agreed in writing by Us and You.

32.3 **Confidential Information:** We acknowledge that in the course of providing Services to You, We may learn from You certain non-public personal and otherwise confidential information relating to You, including Your customers, consumers or employees. We shall regard any and all information We receive which in any way relates or pertains to You, including Your customers, consumers or employees as confidential.

32.4 You also acknowledge that all information and services, consulting techniques, proposals, and documents disclosed by Us or which comes to Our attention during the course of business and provided under this agreement constitute valuable assets of, and confidential and/or proprietary information to Us.

As such, both parties shall take all commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose except unless permitted in writing by the disclosing party or as required by applicable law.

APPENDIX A

SERVICE REQUEST SUBMISSION PROCESS

When you contact us to submit a service request only the methods below must be used:

Phone: +1 780-454-7506, +1 888-225-8474

Email: vipsupport@westworld.ca

Web Portal: https://westworld.syncromsp.com/check_ins

Installed Client Tool: If You have the ViP Support Client installed, You and your users may submit a Service Request directly through the menu option.

Include a short description of the problem and any screenshots of errors to assist in the resolution of the issue.

If the issue is being lodged by either phone or external email you must include your name, company and return contact details.

Urgent Service Request: Critical and High Priority Service Requests must be lodged via phone only otherwise Our Response Time Guarantee will only be applicable at Our Medium priority level for these.

Service requests must not be submitted directly with technicians or your account manager, as this detracts them from resolving the current issue.

SERVICE REQUESTS OUTSIDE OF OUR BUSINESS HOURS

Service Requests that must be addressed outside of business hours must be submitted by phone (up-lift charges apply for after hours work). We do not guarantee emergency response outside our business hours. If we are not able to respond to your request, it will be viewed on Our next Business Day.

ENTIRE AGREEMENT

- a. These Terms & Conditions, together with all applicable Services executed by the parties constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No addition to, nor modification from, nor modification of any of the provisions of the Terms & Conditions of this service shall be binding on the Company unless acknowledged and accepted by the Company in writing. Any changes made by the Company will be deemed accepted by the Client unless within ten (10) day from notice of such change the Client notifies the Company in writing of the Client's exception to such change.
- b. A waiver by the Company of any default or of any of the Terms & Conditions shall not be deemed to be a continuing waiver or a waiver of any other default or of any other of these Terms & Conditions, but shall apply solely to the instance to which the waiver is directed.
- c. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client support request or in any other Client communication, verbal, written or otherwise, shall be incorporated into or form any part of these Terms & Conditions, and all such terms or conditions shall be null and void. If any provision of these Terms & Conditions is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable.