

# Website Terms and Conditions of Use

## Acceptance of the Website Terms and Conditions of Use

These website terms and conditions of use for www.sycor.com, sycor.net, sycor.ca, thewirestore.ca and thewireshop.ca the "**Website**"), constitute a legal agreement and are entered into by and between you and Sycor International Inc., Sycor Technology Incorporated and any and all subsidiaries and affiliated companies ("**Company**", "**we**", "**us**", "**our**"). The following website terms and conditions of use, together with any documents and/or additional terms they expressly incorporate by reference (collectively, these "**Terms and Conditions**"), govern your access to and use of the Website, including any and all content, functionality, products and services offered on or through the Website. For the purposes of these Terms and Conditions, the word "**content**" includes any text, photographs, images, graphics, software, source code, apps, specifications, audio files, videos, articles, blogs, trademarks, logos and other information or materials available through the Website.

**BY USING THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND BY, AND TO COMPLY WITH, THESE TERMS AND CONDITIONS AND OUR PRIVACY POLICY, FOUND AT [[PRIVACY POLICY](#)] (THE "PRIVACY POLICY"), INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE.**

This Website is designed and intended for use by adults. If you are under 18, you may use this Website only with involvement of a parent or legal guardian. If you are a parent or legal guardian, you must monitor and supervise the use of this Website by children, minors and others under your care. You agree to be responsible for their use of this Website. By using this Website, you represent and warrant that you are lawfully able to enter into contracts. If you do not meet all of our eligibility requirements, you must not access or use the Website.

## Modifications to these Terms and Conditions and to the Website

We reserve the right in our sole discretion to revise and update these terms and conditions from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to, and continued use of, the Website. You agree to periodically review these Terms and Conditions to be aware of any such modifications. Your continued use of the Website shall constitute your acceptance of the then-current Website terms and conditions.

The content on the Website and the Website itself may be changed, withdrawn or terminated at any time in our sole discretion without notice to you or any other user. We will not be liable if for any reason all or any part of the Website is restricted to you or any other user or is unavailable at any time or for any period.

## Your Use of the Website and Account Set-Up and Security

You are responsible for obtaining your own access to the Website and for the Website's availability and performance. You are required to ensure that all persons who access the Website

through your internet connection are aware of, and comply with, these Terms and Conditions. You are responsible for any security breaches or performance issues relating to accessing the Website.

The Website may require user registration. It is a condition of your use of the Website that all the information you provide on the Website is correct, true, unaltered, current, accurate and complete. Unless otherwise indicated by us in writing, each registration is for a single user only.

Your provision of registration information and any submissions you make to the Website through any functionality such as applications, chat rooms, e-mail, message boards, personal or interest group web pages, profiles, forums, online forms, blogs, bulletin boards, and other such functions (collectively, "**Interactive Functions**") constitute your consent to all actions we take with respect to such information in accordance with the Privacy Policy.

Any username, password or any other piece of information chosen by you or provided to you as part of our security procedures must be treated as confidential, and you must not disclose such information to any other person or entity. You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that should you be provided with an account through the Website, your account is personal to you and you agree not to provide any other person or entity with access to this Website or portions of it using your username, password or other security information. You agree to notify us immediately of any unauthorized access to, or use of, your username or password or any other breach of security. You also agree to ensure that you logout from your account with the Website at the end of each session. You are responsible for any password misuse or any unauthorized access.

We reserve the right at any time and from time to time, to disable or terminate your account, any username, password or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including, but not limited to, your violation of any provision of these Terms and Conditions.

You are prohibited from attempting to circumvent and from violating the security of this Website including without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling service to users, hosts, servers or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting the Website owner's ability to monitor the Website; (f) using any robot, data mining, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the Website content; (g) introducing any viruses, trojan horses, worms, logic bombs or other material that is malicious or technologically harmful; (h) attacking the Website via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing or crashing; (i) attempting to decompile or reverse engineer any software contained on this Website; and (j) otherwise attempting to interfere with the proper working of the Website. You may not use any network monitoring or discovery software to determine the site architecture or extract information about usage or users.

## **Intellectual Property Rights and Ownership**

You understand and agree that the Website and its entire contents, features, Interactive Functions and functionality, including but not limited to all displays, design, presentation, selection and arrangement, are owned by the Company, its licensors or other providers of such contents, features, Interactive Functions and functionality and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret and any other proprietary rights. We claim copyright in this Website to the fullest extent allowed by applicable law.

The Company name, the Company logo and all related names, logos, product and service names, designs, images and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. Other names, logos, product and service names, designs, images and slogans mentioned or which appear on this Website are the trademarks of their respective owner Use of any such marks, except as expressly authorized in writing, shall constitute a violation of the rights of the property owner and may be a violation of federal or other laws and could subject the violator to legal action.

You may only use the Website for your personal and non-commercial use. You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the content on our Website, in any form or medium whatsoever except:

- (a) Your computer and browser may temporarily store or cache copies of Website content being accessed and viewed; and
- (b) A reasonable number of copies for your personal use only may be printed keeping any proprietary notices thereon, which may only be used for non-commercial and lawful personal use and not for further reproduction, publication or distribution of any kind on any medium whatsoever.

You are not permitted to modify copies of any content from the Website nor to delete or alter any copyright, trademark or other proprietary rights notices from copies of content from the Website. You must not access or use any part of the Website or any services, products or content available through the Website for any commercial purposes.

If you print, copy or download any part of the Website in breach of these Terms and Conditions, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the content you have made. You have no right, title or interest in or to the Website or to any Website content, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark and other intellectual property laws.

## **Conditions of Use, User Submissions and Website Content Standards**

As a condition of your access to, and use of, the Website, you agree that you may use the Website only for lawful purposes and in accordance with these Terms and Conditions.

The following content standards apply to any and all content you submit, post, publish, display or transmit (collectively, "**submit**") to the Website, to other users or other persons (collectively, "**User Submissions**") and any and all Interactive Functions. It is your responsibility to ensure that any and all User Submissions comply with all applicable federal, provincial, local and international laws, rules and regulations.

Without limiting the foregoing, you warrant and agree that your use of the Website and any User Submissions shall not:

- (a) In any manner violate any applicable federal, provincial, local or international law, rule or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright or other intellectual property or any other legal rights (including the rights of publicity and privacy of others) or contain any content that could give rise to any civil or criminal liability under applicable laws, rules or regulations or that otherwise may be in conflict with these Terms and Conditions and the Privacy Policy;
- (b) Include or contain any content that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, age or other such prohibited ground or be otherwise objectionable;
- (c) Involve stalking or attempting to exploit any person or to harm minors in any way by exposing them to inappropriate content or otherwise;
- (d) Involve asking for personal information of any person;
- (e) Involve, provide or contribute any false, inaccurate, incomplete or misleading information;
- (f) Include sending, knowingly receiving, uploading, downloading, using or reusing any content that does not comply with these Terms and Conditions;
- (g) Impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);
- (h) Transmit, barter, advertise or procure the sending of any advertisements, commercial activities, sales or any other similar solicitation including, without limitation, any "spam", "junk mail", "chain letter", contests, sweepstakes and other sales promotions;

- (i) Include engaging in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us in our sole discretion, may harm the Company or other users of the Website or expose them to liability;
- (j) Include causing annoyance, inconvenience or needless anxiety or be likely to upset, embarrass or alarm any person;
- (k) Promote any illegal activity, or advocate, promote or assist any unlawful act; and
- (l) Give the impression that they originate from or are endorsed by us or any person or entity, if this is not the case.

The list of prohibitions above provides examples and is not complete, exhaustive or exclusive. The prohibitions listed above do not require the Company to monitor, police or remove any User Submissions or other information submitted by you or any other user. It is your responsibility to ensure that your use of the Website and any User Submissions do not violate the prohibitions above.

### **No Reliance**

The content on our Website is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain more specific or professional advice before taking, or refraining from taking, any action on the basis of the content on the Website. Many factors unknown to us may affect the applicability of any content contained on the Website to your particular circumstances and any use of the content contained on the Website is at your own risk. The content contained on the Website is not intended to be a substitute for professional advice. Always seek professional advice with any specific questions you may have. Never disregard professional advice or delay in seeking it because of something you have read on the Website.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete, reliable or up to date. Your use of the Website is at your own risk and the Company has no responsibility or liability whatsoever for your use of the Website.

The Website may include content provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third-party content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing such content. Such content does not necessarily reflect the opinion of the Company. The Company is not responsible, or liable to you or any other party, for the content or accuracy of any third-party content.

## **User Submissions: Grant of License**

The Website may contain Interactive Functions allowing User Submissions on or through the Website.

We will not be subject to any confidentiality requirements or obligations with respect to any and all User Submissions that you submit to the Website. By providing any User Submission to the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to a world-wide, royalty free, perpetual, irrevocable and non-exclusive license to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such content for any purpose and/or to incorporate such content into any form, medium or technology throughout the world without compensation to you. You waive any moral rights or other rights of authorship as a condition of submitting any User Submission.

By submitting the User Submissions, you declare and warrant that you own or have the necessary rights to submit the User Submissions and have the right to grant the license hereof to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns and to comply with these Terms and Conditions. You represent and warrant that all User Submissions comply with all applicable laws and these Terms and Conditions.

You understand and agree that you, not the Company, are fully responsible for any User Submissions you submit or contribute, and you are fully responsible and legally liable, including to any third party, for such content and its correctness, truthfulness, currency, accuracy and completeness. We are not responsible or legally liable to you or any third party for the User Submissions or the correctness, truthfulness, currency, accuracy and completeness of any User Submissions submitted by you or any other user of the Website.

## **Website Monitoring and Enforcement; Suspension and Termination**

We reserve the right without provision of any notice to you to:

- (a) Remove, modify, edit or refuse to post on the Website any User Submissions for any or no reason in our sole discretion;
- (b) At all times, take such actions with respect to any User Submission deemed necessary or appropriate in our sole discretion for any reason or no reason;
- (c) Take appropriate legal action, including without limitation, referral to law enforcement, regulatory authority or harmed party for any illegal or unauthorized use of the Website. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any User Submission on or through the Website; and
- (d) Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms and Conditions.

YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, LICENSEES AND SERVICE PROVIDERS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION OR PROCEEDING TAKEN BY THE COMPANY AND ANY OF THE FOREGOING PARTIES RELATING TO ANY INVESTIGATIONS BY EITHER THE COMPANY OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

We have no obligation and no responsibility to monitor the Website or its use, and we do not and cannot undertake to review any and all User Submissions that you or other users submit to the Website. We cannot ensure prompt removal of objectionable content after it has been posted and we have no liability for any action or inaction regarding any User Submissions submitted by you or any other user.

### **Privacy**

Any user information submitted through the Website and all User Submissions will be deemed our property and your submissions and use of the Website constitute your consent to the collection, use, maintenance, transfer and disclosure of any such user information and User Submissions as we deem necessary, in accordance with the Privacy Policy.

By using the Website, you are consenting to the use of cookies which allow a server to recall previous requests or registration and/or IP addresses to analyze website use patterns. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies; however, if you do turn off cookies, some areas of the Website may not function adequately.

### **Communications Not Confidential**

It is our policy not to accept or consider content, information, ideas, suggestions or other materials other than those we have specifically requested and to which certain specific terms, conditions and requirements may apply. This is to avoid any misunderstandings if your content, information, ideas, suggestions or other materials are similar to those we have developed or are developing independently. Accordingly, we do not accept unsolicited content, information, ideas, suggestions or other materials, and take no responsibility for any content, information, ideas, suggestions or other materials so transmitted. If, despite our policy, you choose to send us content, information, ideas, suggestions or other materials, you further agree that we are free to use any such content, information, ideas, suggestions or other materials, for any purposes whatsoever and in our sole discretion, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.

### **Terms of Sale**

When you purchase any goods or services from us, such purchase is governed by our Terms and Conditions of Sale found at [Terms and conditions of sale](#).

### **Electronic Delivery Policy**

The Company, as an online business, transacts with the users of the Website electronically. WHEN YOU REGISTER WITH THE WEBSITE, YOU CONSENT TO RECEIVE ELECTRONICALLY FROM US ANY PRIVACY OR OTHER NOTICES, AGREEMENTS, DISCLOSURES, REPORTS, DOCUMENTS, COMMUNICATIONS OR OTHER RECORDS (COLLECTIVELY, "NOTICES"). You agree that we generally can send you electronic Notices in either or both of the following ways: (a) to the e-mail address that you provided to us during registration; or (b) we may post Notices on the Website. You acknowledge and agree that any electronic communication in the form of such email or posting on the Website shall satisfy any legal requirement that such communication be in writing. You must check your designated e-mail address regularly for Notices. The delivery of any Notice from us is effective when sent by us, regardless of whether you read the Notice, when you receive it or whether you actually receive the Notice. Your only method of withdrawing consent to receive Notices electronically is to terminate any registrations, subscriptions or services provided through the Website. You must have a personal computer with a modem connected to a communications source (telephone, wireless or broadband), a Windows-based operating system with an internet browser or a Macintosh-based operating system with an internet browser and internet e-mail software to access electronic communications. You will need a printer attached to your personal computer to print any Notices. You can retrieve an electronic copy and a printable version of these Terms and Conditions by clicking on the "Terms and Conditions" link located at the bottom of each web page of the Website.

### **Third Party Websites**

For your convenience, the Website may provide links or pointers to third-party websites. We make no representations about any other websites that may be accessed from the Website. If you choose to access any such website, you do so at your own risk. We have no control over the contents of any such third-party websites, and accept no responsibility for such websites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third-party websites. Any reference on the Website to any product or service by trade name, trademark, hypertext link or otherwise is provided to you for your convenience only and does not constitute or imply its endorsement or recommendation by the Company.

Such links to third party websites from the Website, may include links to certain social media features that enable you to link or transmit certain limited content from the Website. You may only use these features when they are provided by us and solely with respect to the content identified. Such features and links to third party websites are subject to any additional terms and conditions we provide with respect to such features.

You may link to our homepage only, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. The Website must not be framed on any other website, nor may you create a link to any part of the Website other than the homepage. We reserve the right to withdraw linking permission from you or any other user without notice. It is your responsibility to ensure that the website in which you are linking complies in all respects with these Terms and Conditions. You agree to cooperate with us in causing any unauthorized framing or linking to immediately stop.



## **Geographic Restrictions**

The owner of the Website is based in the Province of Ontario in Canada. We provide this Website for use only by persons located in Canada. The Website is not intended for use in any jurisdiction where its use is not permitted. If you access the Website from any country other than Canada, you do so at your own risk and you are responsible for compliance with local laws of your jurisdiction.

## **Disclaimer of Warranties**

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES, PRODUCTS OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES, PRODUCTS OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEITHER THE COMPANY NOR ANY AFFILIATES NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS OR SERVICE PROVIDERS MAKE ANY WARRANTY, REPRESENTATION OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY OR AVAILABILITY OF THE WEBSITE OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANY AFFILIATES NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS OR SERVICE PROVIDERS REPRESENT OR WARRANT THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES, PRODUCTS OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT, PHOTOGRAPHY OR ANY OTHER CONTENTS ON THIS WEBSITE.

We cannot and do not guarantee or warrant that content available for downloading from the internet or the Website will be free of viruses or other destructive code. You are solely and entirely responsible for your use of the Website and your computer, internet and data security. TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL

DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR PRODUCTS FOUND OR ATTAINED THROUGH THE WEBSITE OR DUE TO YOUR DOWNLOADING OF ANY CONTENT POSTED ON THE WEBSITE, OR ON ANY WEBSITE LINKED TO IT.

### **Limitation on Liability**

UNDER NO CIRCUMSTANCE WILL THE COMPANY, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS OR SERVICE PROVIDERS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, OR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY OR OTHERWISE, EVEN IF THE COMPANY HAS BEEN ADVISED OR HAD REASON TO KNOW OR IF IT WAS REASONABLY FORESEEABLE, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, INABILITY TO USE OR RELIANCE ON, THE WEBSITE, ANY LINKED WEBSITES OR SUCH OTHER THIRD PARTY WEBSITES, OR ANY CONTENT THEREON. IN THE EVENT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. IF YOU ARE DISSATISFIED WITH THE WEBSITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING AND ACCESSING THE WEBSITE. REMEDIES UNDER THESE TERMS AND CONDITIONS ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS AND CONDITIONS. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE COMPANY, ITS SUBSIDIARIES OR AFFILIATES (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY) ARISING OUT OF OR RELATING TO THE USE OF THIS WEBSITE EXCEED THE LESSER OF \$10, OR THE TOTAL AMOUNT YOU PAID TO THE COMPANY IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

### **Claims**

ANY CLAIMS ARISING IN CONNECTION WITH YOUR USE OF THE WEBSITE MUST BE BROUGHT WITHIN TWO (2) YEARS OF THE DATE OF THE EVENT GIVING RISE TO SUCH ACTION OCCURRED.

### **Indemnification**

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold harmless the Company, its affiliates and their respective directors, officers, shareholders, employees, agents, service providers, representatives, contractors, licensors, suppliers,

successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable legal fees) arising out of or relating to your breach of these Terms and Conditions or your use of the Website, including, but not limited to, your User Submissions, third party websites, any use of the Website's content, services and products other than as expressly authorized in these Terms and Conditions.

### **Governing Law and Jurisdiction**

The Website, and your use thereof, the Privacy Policy and these Terms and Conditions will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle or rule (whether of the laws of the Province of Ontario or any other jurisdiction) and notwithstanding your domicile, residence or physical location.

Any action or proceeding arising out of or relating to this Website and under these Terms and Conditions will be instituted in the courts of the Province of Ontario and/or the Federal Court of Canada, and you and the Company irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts. Before you can commence any action or proceeding arising out of or relating to this Website and these Terms and Conditions, you must first give us an opportunity to resolve such matter by emailing us at [admin@sycor.com](mailto:admin@sycor.com) and provide us with the following information: (a) your name; (b) your address; (c) a written description of your claim; and (d) a description of the specific relief you seek.

### **Waiver**

No waiver by the Company under these Terms and Conditions is effective unless it is in writing and signed by an authorized representative of the Company. No failure to exercise, or delay in exercising, any right, remedy, power or privilege of the Company arising from these Terms and Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege of the Company hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

### **Severability**

If any term or provision of these Terms and Conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

### **Entire Agreement**

These Terms and Conditions and the Privacy Policy constitute the sole and entire agreement between you and the Company regarding the Website, and your use thereof, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

### **REPORTING AND CONTACT**

This Website is operated by Sycor International Inc.

Should you become aware of misuse of the Website including libelous or defamatory conduct, you must report it to the Company at [admin@sycor.com](mailto:admin@sycor.com).

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: [admin@sycor.com](mailto:admin@sycor.com).

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