



## TERMS OF USE – WEB SITE

CRYSTAL CLEAR TECHNOLOGY ASSOCIATES INC. (hereinafter “Company” or “We” or “Us” or “Our”), is a management consulting and technology contracting services company duly incorporated in the Province of British Columbia Canada and having an office at 100 Park Royal, Suite 200, West Vancouver, BC V7T 1A2 (hereinafter “Business Address”).

### 1. SCOPE OF TERMS OF USE.

- 1.1 This Company notice (hereinafter “Terms of Use”) applies only to use of this Web site (hereinafter “Site”), the Site being accessible on the Internet at the Universal Resource Locator (hereinafter “URL”) [www.crystalcleartechnology.net](http://www.crystalcleartechnology.net) by Web accessors (hereinafter “You” or Your” or “Yourself”) accepting and complying with the terms and conditions described herein;
- 1.2 The date of last update and effective date (hereinafter “Effective Date”) for the Terms of Use is November 14, 2010;

### 2. ACCEPTANCE OF TERMS OF USE AND AMENDMENTS.

- 2.1 You accept being bound by these Terms of Use herein this notice, as amended from time to time with or without notice to You, each time You use or access this Site;
- 2.2 You are subject to and accept being bound by any additional terms and conditions (hereinafter “Service Terms”) declared by Company for access to or use of any particular online service (hereinafter “Service”), for example, without limitation, an online assessment Service for accreditation of facilities or recognition of prior learning, offered by Us on this Site, such Service Terms being incorporated by reference within these Terms of Use;
- 2.3 You acknowledge awareness of the Company Privacy Policy published on this Site and incorporated by reference within these Terms of Use;

### 3. SITE CONTENT.

- 3.1 The content, including, without limitation, Web page text, documents, images, scripts, multi-media artifacts, articles, white papers, press releases, opinions, text, directories, guides, photographs, illustrations, trademarks, trade names, service marks and logos (hereinafter, collectively, “Content”) displayed on this Site and viewed, reviewed, and consumed by You is published by Company on an "AS IS" basis;

- 3.2 Company reserves the right to modify or to discontinue provision of this Site either temporarily or permanently, at any time, without notice and without any liability to You;
- 3.3 You will not hold Company responsible or liable for timeliness of the publication of Content, removal of Content, failure to store Content, inaccuracy of Content, improper delivery of Content, or in any way for Content displayed or published on this Site, nor for any error in or omission of Content;
- 3.4 By Your submitting any additional Content to this Site and subject to restrictions and further conditions defined by any applicable Service Terms and by Company Privacy Policy, You:
  - 3.4.1 Grant Company a worldwide, royalty-free, perpetual, non-exclusive right and licence (including any moral rights or other necessary rights.) to use, display, reproduce, modify, adapt, publish, distribute, perform, promote, archive, translate, and to create derivative works and compilations, in whole or in part. Such licence will apply with respect to any form, media, technology already known at the time of provision or developed subsequently;
  - 3.4.2 Warrant and represent that you have all legal, moral, and other rights that may be necessary to grant Company the licence specified in this section 3; and
  - 3.4.3 Acknowledge and accept that Company will have the right (but not obligation), at the entire and sole discretion of Company, to refuse to publish, or to remove, or to block access to any content You provide, at any time and for any reason, with or without notice;

#### 4. SITE SERVICES.

- 4.1 From time to time, at the sole discretion of Company, we may offer to You access to and use of one or more Services, subject to Your acceptance of the Service Terms, incorporated by reference in these Terms of Use, for each such Service;
- 4.2 If there is a conflict at law between these Terms of Use and the Service Terms, then the corresponding Service Terms, found or deemed in conflict with the Terms of Use, will be considered the pertinent terms or conditions binding You and the Company;

#### 5. USER ACCOUNT REGISTRATION.

- 5.1 If You are required to register for a user account on this Site in order to use this Site or a Service, then You will provide truthful information when requested, and, if a minimum age is required for eligibility for a user account, then You undertake that You are at least the required age;
- 5.2 By registering for a user account, You explicitly accept being bound by the Terms of Use for this Site, including any amendments made by Company that are published herein;
- 5.3 You are responsible for maintaining the confidentiality of Your password for Your user account. You are responsible for all usage of Your user account and user name, whether authorised or not authorised by You. You will notify Company immediately notify of any unauthorised use of Your user account, user name or password;

## 6. PRIVACY POLICY.

- 6.1 User account registration information and any and all other personally identifiable information that the Company may collect using Site functions or Service functions are subject to the terms of the Company Privacy Policy published on the Site and any additional privacy terms included in the Service Terms;

## 7. YOUR CONDUCT.

- 7.1 Your access to and use of this Site and any Service offered therein and thereby constitutes Your acceptance that:
  - 7.1.1 You will not provide any Content or conduct Yourself in any manner that may be construed as (a) unlawful or illegal giving rise, on Your part or that of Company or any of its Service partners, to civil or criminal liability; or in violation of an applicable municipal, provincial, national, or international law; or (b) designed to interfere with or disrupt the operation of this Site or any Service provided or to damage the Site, its Content, or its accessors with a virus or other destructive or deleterious programming routine, or (c) in general, bringing the Site or Company or other users and accessors into disrepute;
  - 7.1.2 You will not impersonate or misrepresent Your association with any person or entity and You will not forge or otherwise seek to conceal or misrepresent the origin of any Content provided by You;
  - 7.1.3 You will not collect or harvest any information about other users;
  - 7.1.4 You will not provide, and You will not use this Site to provide, any content or service in any commercial manner, or in any manner that would involve junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorised advertising or commerce;
  - 7.1.5 You will not use this Site to promote or operate any service or content without the prior written consent of Company;
  - 7.1.6 You will not provide any Content that may give rise to the Company being held civilly or criminally liable, or that may be considered a violation of any municipal, provincial, national or international law, including, without limitation, laws relating to copyrights, trademarks, patents, or trade secrets;

## 8. THIRD-PARTY GOODS AND SERVICES AND CONTENT.

- 8.1 Goods and services and content of third parties may be advertised and/or may be made available on or through this Site. Representations made regarding products and services and content provided by third parties will be governed by the policies and representations made by these third parties. Company will not in any manner whatsoever be liable for or responsible for any of Your dealings or interaction with such third parties;
- 8.2 This Site contains Web links to Web sites not under the control of Company. These links are provided to You only as a convenience. Company is not responsible for the contents of any linked site, or any link contained in a linked site. The inclusion of any link does not imply endorsement by Company of the site, and Company will have no responsibility for information or content that is referenced by or linked to this site;

## 9. COPYRIGHT AND TRADEMARK.

- 9.1 This Site and all the Content it contains, or may in the future contain, unless attributed to another party, is the property of Company, its parents, affiliates, subsidiaries, and licensors, and is protected from unauthorised copying and dissemination by Canadian Copyright law, trademark law, international conventions, and other intellectual property laws. Nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any licence or right to use this Site or any Content displayed on this site, through the use of framing or otherwise, without the prior written permission of Company or such third party that may own the trademark or copyright of material displayed on this Site;
- 9.2 Subject to Your full compliance with these terms, Company authorizes You to view the Content, make a single copy of it, and print that copy, but only for Your own lawful, personal, non-commercial use, provided that You maintain all copyright, trademark and other intellectual property notices contained in such Content, and provided that the Content, or any part thereof, is not modified;
- 9.3 If You believe that your property has been used in any way that could be considered a copyright infringement or a violation of Your intellectual property rights, the copyright agent for Company may be contacted in writing to the Copyright Agent, Crystal Clear Technology Associates Inc. at Our Business Address or by electronic mail at [info@crystalcleartechology.net](mailto:info@crystalcleartechology.net);

## 10. INDEMNIFICATION.

- 10.1 You will indemnify and hold harmless Company and any of its representatives, subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders, from any claim or demand, including reasonable legal fees, that may be filed by any third party, arising out of Your access to or Conduct (section 7 here above) using this Site, Your provision of Content, Your violation of these Terms of Use, or any other violation by You of the rights of another person or party with whom You interact using this Site;

## 11. WARRANTIES.

- 11.1 To the fullest extent permissible pursuant to applicable law, Company disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Specifically, but without limitation, Company does not warrant that: (a) the information on this Site is correct, accurate or reliable; (b) the functions contained on this Site will be uninterrupted or error-free; or (c) defects will be corrected, or that this Site or the network and system infrastructure that makes it available are free of viruses or other harmful components;

## 12. LIMITATION OF LIABILITY.

- 12.1 Under no circumstances will Company be liable for any incidental, special, consequential or exemplary damages that result from the use of, or the inability to use, this Site or the Content published on this Site, even if Company has been advised of the possibility of such damages. In no event will the Company total liability to You for all damages, losses, and causes of action, whether in contract, tort (including, but not limited to, negligence) or otherwise, exceed one dollar (\$1);

### 13. MISCELLANEOUS.

- 13.1 DISPUTES. Any action based on these Terms of Use, including disagreement and disputes regarding any of its terms and conditions, herein will be governed by the laws of the Province of British Columbia and will be adjudicated exclusively by a court of competent jurisdiction in Vancouver, British Columbia;
- 13.2 ENTIRE AGREEMENT. These Terms of Use, including any exhibits, schedules and other documents referred herein as they may be amended by Company, at its sole discretion, from time to time, constitute the entire agreement between the Company and You with respect to the subject matter hereof. These Terms of Use supersede any and all prior agreements, oral or written, between the Company and You with respect to the subject matter hereof;
- 13.3 SEVERABILITY. If any provision of these Terms of Use is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected thereby. Such invalid or unenforceable provision will be deemed modified to the extent necessary to make it valid and enforceable, and if no modification will render it valid and enforceable, these Terms of Use will be construed as if not containing such a provision and the rights and obligations of the Company or You will be construed and enforced accordingly;
- 13.4 ASSIGNMENT. Company reserves the right, at its sole discretion, to assign its rights and obligations under these Terms of Use to another party without Your prior consent;
- 13.5 ENQUIRY METHODS. If You have any further concerns, questions, or suggestions about these Terms of Use, then please submit Your enquiry to Company (1) by electronic mail to [info@crystalcleartechnology.net](mailto:info@crystalcleartechnology.net) or (2) in writing to Web Site Manager, Crystal Clear Technology Associates Inc. at the Company Business Address;