

Terms and Conditions

1. Acceptance of Terms

By using or visiting a QUANTALOOP website (the "Website"), you agree to these terms and conditions (the "Terms"). QUANTALOOP may, in its sole discretion, revise these Terms at any time without advance notice to you. You are bound by such revisions by continuing to use or visit the Website after they are posted online.

2. Quantalooop and Quantalooop Affiliated Websites

These Terms apply to all users of the Website, including users who contribute content to the Website. The Website may contain interactive areas designed to allow you to post content on the Website and/or comment, including by commenting on our blogs. The use of these features is additionally governed by the Code of Conduct.

The Website contains a WHOIS search engine that permits you to search for registrant information for particular .ca domains. The use of the WHOIS search engine is additionally governed by the WHOIS Terms.

The Website contains a listing of published domain name dispute decisions. The use of the domain name decisions is additionally governed by the Domain Name Dispute Resolution Decision Terms.

The Website may contain links to third party websites that are not owned or controlled by QUANTALOOP. The links to the third party websites are provided for your convenience, and the inclusion of the links does not imply approval or endorsement of the third party websites by QUANTALOOP. QUANTALOOP has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites.

3. User Accounts

To access some features of the Website, you may have to register for a QUANTALOOP user account. When registering for your user account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your user account, and you must keep your account password secure. You must notify

QUANTALOO immediately of any breach of security or unauthorized use of your user account.

Although QUANTALOO will not be liable for your losses caused by any unauthorized use of your user account, you may be liable for the losses of QUANTALOO or others due to such unauthorized use.

1. **User Types.** We offer three main types of USER: (1) LAND OWNER, (2) BUSINESS, (3) JOB SEEKER. There are different terms dependent on what user or users you are signed up for, and we will cover what these are based on each user.

1. LAND OWNER: Upload property details, understand possibilities for land potential, access to satellite tools, options for job listings, Q loans funding options.
2. BUSINESS: Choose between subscription types to access your needs for your business. Tools for marketing using QUDE.
3. JOB SEEKER: Natural resource job hub will give access to jobs that are available from our projects.

4. Ownership of Website Content

As between you and QUANTALOO, QUANTALOO owns all intellectual property rights, including without limitation copyright and trade-mark rights, in all materials on or comprising the Website ("Content"), including, without limitation, all written, audio visual or other materials and graphical elements on the Website, but excluding User Content (defined below in Section 5(a)). QUANTALOO grants you a limited license to use, download, print, or reproduce in whole or in part, the Content on this Website, subject to the following conditions:

- they must be used or reproduced accurately, without any modification;
- they must identify QUANTALOO as the source;
- they must be used solely for non-commercial purposes; and
- a copyright notice must appear in every copy in the following form:
- "© Quantaloo Technologies Inc. All rights reserved."

QUANTALOOP's express, prior, written permission is required for any Content that is not included in the license above, such as any graphical elements or website code, and/or for the use of Content for any purpose not expressly permitted above, such as for any commercial purpose whatsoever.

Quantaloop's Proprietary Rights. This is an Agreement for access to and use of the Subscription Service, and you are not granted a license to any software by this Agreement. The Subscription Service and Consulting Services are protected by intellectual property laws, they belong to and are the property of us or our licensors (if any), and we retain all ownership rights to them. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the Quantaloop Content, the Subscription Service, or the Consulting Services in whole or in part, by any means, except as expressly authorized in writing by us.

The QUANTALOOP and QUDE logos are trade-marks of QUANTALOOP, and may not be used without the express written permission of QUANTALOOP.

If we make Enrichment Data available to you, then you may only use that Enrichment Data in connection with your use of the Subscription Service (unless, of course, you have a source other than the Subscription Service for such Enrichment Data.) Enrichment Data may be made available to you based on Customer Data, but we will not use your Customer Data to enrich data for other parties, except as we describe in the 'Aggregate Data' section above. The Enrichment Data we provide may be provided from or through third party service providers or public sources.

We encourage all customers to comment on the Subscription Service or Consulting Services, provide suggestions for improving it, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Subscription Service or Consulting Services, without payment or attribution to you.

Customer's Proprietary Rights. As between the parties, you own and retain all rights to the Customer Materials and Customer Data. This Agreement does not grant us any ownership rights to Customer Materials or Customer Data. You grant permission to us and our licensors to use the Customer Materials and Customer Data only as necessary to provide the Subscription Service and Consulting Services to you and as permitted by this Agreement. If you are using the Subscription Service or receiving Consulting Services on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.

Confidentiality. The Receiver will: (i) protect the confidentiality of the Confidential Information using the same degree of care that it uses with its own confidential information of similar nature, but with no less than reasonable care, (ii) not use any Confidential Information for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information to any third party (except our third party service providers), and (iv) limit access to Confidential Information to its employees, contractors, advisors and agents. Upon notice to the Discloser, the Receiver may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

Publicity. You grant us the right to add your name and company logo to our customer list and website.

Indemnification. You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) unauthorized or illegal use of the Subscription Service by you, (b) your noncompliance with or breach of this Agreement, (c) your use of Third-Party Products, or (d) the unauthorized use of the Subscription Service by any other person using your User information. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

5. User Content; Privacy

You may be able to post or upload (in designated areas of the Website) written content or other content (collectively "User Content") to the Website.

You are solely responsible for your own User Content and the consequences of posting or publishing it. By uploading or posting User Content to the Website, you automatically grant QUANTALOOOP a worldwide, non-exclusive, royalty free, license to use, reproduce, modify, translate into different languages or formats, and publish such User Content on the Website for the purpose of sharing the User Content with users and visitors of the Website and to promote the Website. You represent and warrant that you

own or have the rights to use and license QUANTALOOP to use the User Content in the manner contemplated by the Website and these Terms.

By accessing and/or using the Website, you may provide us with personal information as described in our Privacy Policy. You acknowledge that you have read and understood our Privacy Policy, which governs the collection, use, storage and disclosure of such personal information.

6. DISCLAIMER

YOUR USE OF THIS WEBSITE IS ENTIRELY AT YOUR OWN RISK. THE WEBSITE AND CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. QUANTALOOP DOES NOT WARRANT THAT THE WEBSITE OR CONTENT CONTAINED IN THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WITHOUT LIMITING THE FOREGOING, QUANTALOOP DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, THE ABILITY TO USE, OR THE RESULT OF USE OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. QUANTALOOP MAY MAKE CHANGES OR IMPROVEMENTS TO THE CONTENT OR THE WEBSITE AT ANY TIME. QUANTALOOP MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

7. LIMITATION OF LIABILITY

QUANTALOOP, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, OR DAMAGES RESULTING FROM ANY (I) ERRORS OR OMISSIONS IN CONTENT, (II) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL

INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, OR (V) FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF THE LEGAL THEORY GIVING RISE TO THE DAMAGES, AND EVEN IF QUANTALOOP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT QUANTALOOP, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

8. INDEMNITY

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS QUANTALOOP, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, JUDGMENTS, LOSSES, LIABILITIES, COSTS OR DEBT, ATTORNEY'S FEES AND OTHER EXPENSES ARISING FROM: (I) YOUR USE OF AND ACCESS TO THE WEBSITE; (II) YOUR VIOLATION OF ANY THIRD PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, OR PRIVACY RIGHT; OR (III) ANY CLAIM THAT YOU DID NOT HAVE THE RIGHT TO PROVIDE ANY USER CONTENT OR THAT YOUR USER CONTENT CAUSED DAMAGE TO A THIRD PARTY. THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS AND YOUR USE OF THE WEBSITE. IN SUCH A CASE, QUANTALOOP WILL PROVIDE YOU WITH WRITTEN NOTICE OF SUCH CLAIM, SUIT OR ACTION.

Third Party Products. WE DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

9. Miscellaneous

You affirm that you are either more than 18 years of age, or possess parental or guardian consent to agree to these Terms and access and use the Website, and are otherwise fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

These Terms will be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction of the courts located in the Province of Ontario, Canada. The Website is physically maintained and operated by QUANTALOO from the Province of Ontario.

You may not assign these Terms or assign any rights or delegate any obligations under these Terms, in whole or in part, whether voluntarily or by operation of law, without our prior written consent.

These Terms constitute the entire agreement between you and QUANTALOO with respect to the subject matter and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remaining provisions of the Terms will continue in full force and effect.

In the event of any inconsistency between the English and French versions of these Terms, the English version shall govern.

10. Code of Conduct

a. You may not use the QUANTALOO Website for any illegal or unauthorized purpose. In addition to the laws of the Province of Ontario, Canada, you also agree to comply with all local laws that apply to your use of the Website.

b. You may not use the Website in any manner which could disable, overburden, damage, or impair the Website, QUANTALOO's servers or computer network, or interfere with any other party's use and enjoyment of the Website.

c. You agree that you are responsible for your own conduct and communications while using the Website and for any consequences of that use. By way of example, and not as a limitation, you agree that when using the Website, you will not:

- post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content;
- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- post or upload any User Content that infringes any patent, trademark, copyright, trade secret or other intellectual property right of any party;
- impersonate another person, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of any content;
- use the Website in connection with surveys, contests, junk email, spamming or any duplicative messages (commercial or otherwise);
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Website to collect information about other users or domain names;
- upload files that contain bugs, viruses, trojan horses, worms, or any other similar software or programs that may damage the operation of the computer or property of another; or
- submit User Content that falsely expresses or implies that such User Content is sponsored or endorsed by any party where it is not sponsored or endorsed by such party.

d. While QUANTALOOB prohibits such conduct and User Content in connection with the Website, you understand and agree that nonetheless you may be exposed to such conduct or User Content and that you use the Website at your own risk.

e. QUANTALOOB reserves the right to monitor use of this Website to determine compliance with these Terms. Although QUANTALOOB does not read, review, vet or otherwise assess User Content in advance of its posting, QUANTALOOB reserves the right to remove any User Content and/or terminate your QUANTALOOB User Account without notice for breach or for any other reason.

11. WHOIS Terms

You shall use the WHOIS database on the Website solely for the following purposes:

1. to query the availability of a domain name;
2. to identify the holder of a domain name; and/or
3. to contact the holder of a domain name in regard to the domain name or the respective website.

You may not use the WHOIS information for any other purpose. Prohibited uses include, but are not limited to:

- unauthorised aggregation or collection of information from the WHOIS database;
- access or use of the WHOIS database to send unsolicited communications of any kind, other than those reasonably required in the course of fulfilling the purposes set out above; and
- access or use of the WHOIS database for commercial, advertising, market research, solicitation, or any other purposes which may be reasonably viewed as intrusive to a reasonable domain name holder.

You may not use automated processes that send multiple queries or data to the WHOIS database, except as reasonably necessary to register domain names or modify existing registrations. By submitting any query to the WHOIS, you agree to abide by and comply with the WHOIS Terms and Legal Notice.

12. Domain Name Dispute Resolution Decision Terms

QUANTALOO Domain Name Dispute Resolution Decisions ("CDRD") are not edited in any way whatsoever by QUANTALOO. They are drafted by independent parties who are not connected to QUANTALOO, and QUANTALOO does not accept any responsibility for any inaccuracies or mistakes the drafters of CDRDs may make. Your use of the CDRDs is at your own risk, without any representations, warranties, or conditions of any kind, whether express or implied. QUANTALOO will not, under any circumstances, be liable to you or any other person for any loss or damage arising from, connected with, or relating to the use of CDRDs by you or any other person. Therefore, it is imperative for anyone relying on a CDRD to double check the references to the dispute resolution rules and policy and, if necessary, make appropriate arrangements to ensure accuracy and reliability of the decision. Further, translations of CDRDs have

been prepared for convenience of reference only, and are not intended to be relied upon as advice on any particular matter. If you want to rely upon a translated CDRD, you should obtain your own certified translation from a qualified interpreter or translator. QUANTALOOP will indicate on each translated decision that it is provided for convenience only.

13. Jurisdiction

Any dispute giving rise to a cause of action shall be governed by the laws of British Columbia, Canada and the laws of Canada where federal jurisdiction applies. By using this site you attorn to the exclusive jurisdiction of British Columbia, Canada.

Further Information

For further information with respect to our Website Terms and Conditions, or if you have any questions or concerns regarding Quantaloop.com, Qude.org, feel free to contact Quantaloop directly by email at info@quantaloop.com