

## **Terms and Conditions of Use**

These Terms and Conditions of Use (the “Terms of Use” or “Agreement”) relate to the [www.gmdk.ca](http://www.gmdk.ca) website (the “Site”) provided by GMDK Inc. (“GMDK”). The Site provides information regarding the products and services of GMDK as well as information and resources relating to the field of geology.

As a user of the Site, you (“you” or the “User”) agree to be bound by the Terms of Use. If you do not agree to the Terms of Use, do not access or use the Site.

### **1) Acceptance of Terms**

You are granted a limited, gratuitous and revocable, non-transferrable, non-exclusive license to view, access, and use the Site subject to your unconditional acceptance of and compliance with these Terms of Use. By accessing and/or using the Site you are agreeing to and accepting these Terms of Use.

### **2) Modification of Terms of Use and the Site**

GMDK reserves the right to modify these Terms of Use at any time without prior notice by posting such modifications on the Site. Your continued access or use of the Site after such modifications have been posted indicates your acceptance of an agreement to be bound by these Terms of Use as modified.

The Site, and information and services provided to you on and through the Site are provided on an “As Is” basis. You agree that the Site exclusively reserves the right to modify or discontinue provision of the Site and its services, and to modify or delete any information you provide to the Site, either temporarily or permanently. The Site shall have no responsibility or liability for the timeliness, deletion, failure to store, inaccuracy, or improper delivery of any information.

### **3) Linked Sites and Social Networking**

Certain links on the Site lead to other websites (“Linked Sites”). The Linked Sites are maintained by independent parties over which the Site and GMDK have no control. The contents of each Linked Site should be used in compliance with the terms of use stated therein. This includes social networking sites whose content is partially or entirely contributed to by the Site.

The Site makes and gives no representations, guarantees, conditions or warranties as to the accuracy or any other aspect of the information contained on the Linked Sites, including the goods or services sold or made available therein. The Site disclaims all liability and responsibility for the content of the Linked Sites. Furthermore, any link to a Linked Site should not be construed as a suggestion, recommendation, or encouragement by the Site of that third party website, or as an endorsement of the products, services, or company described therein.

Furthermore, any such link should not be construed as meaning that a special relationship, such as a business partnership, exists between the Site and the party running the Linked Site. Nothing in these Terms of Use grants you any rights or authorizations with respect to any Linked Sites. Any personal information about you or any other individual collected, used, or disclosed by or in connection with the Linked Sites will be subject to the privacy policies of the owners or operators of such Linked Sites, and not the Site.

#### **4) Your Responsibilities**

In order to use the Site, or portions of the Site, you may be required to sign up and log in. In such a case, you agree to provide truthful information when requested. By registering you explicitly agree to the Site's Terms of Use and Privacy Policy, including any amendments made by the Site from time to time.

You agree that the Site and GMDK may communicate with you, including by sending information, correspondence, and notices to you. These communications may be sent via email, messages, push notification, phone, or otherwise through the contact information associated with your account.

#### **5) Minors**

Persons under the age of eighteen (18) may not use the Site.

#### **6) Privacy**

We are committed to the protection and security of your privacy and personal information. For information, please refer to our Privacy Policy, which is incorporated herein by reference.

#### **7) Log In and Passwords**

You are wholly responsible for maintaining the confidentiality of your password, and will be responsible for any and all usage of your user account and/or user name, whether authorized by you or not. You agree to immediately notify the Site and GMDK of any unauthorized use of your user account, user name, or password.

#### **8) Your Conduct**

You agree that all content, including, but not limited to information or data of any kind, whether text, software, code, music or sound, photographs or graphics, video or other materials, made available to the Site shall be under the sole responsibility of the person providing the content or the person whose user account is used. You agree that the Site may expose you to content that may be objectionable or offensive. The Site shall not be responsible to you in any way for the content that appears on the Site, nor for any error or omission.

By using the Site, or any services provided thereby, you explicitly agree that you shall not:

- a) Provide any content or conduct yourself in any way that may be or may be construed as: unlawful; illegal; threatening; harmful; abusive; harassing; stalking; tortious; defamatory; libelous; vulgar; obscene; offensive; objectionable; pornographic; designed to interfere or interrupt the Site, or any service provided therein; infected with a virus or other destructive or deleterious programming routine; giving rise to civil or criminal liability; or in violation of an applicable local, national, or international law;
- b) Impersonate or misrepresent your association with any person or entity; forge or otherwise seek to conceal or misrepresent the origin of any content provided by you;
- c) Collect or harvest any data about other users, except as provided for on the Site;
- d) Provide or use the Site for the provision of 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 unauthorized advertising, without GMDK's prior written consent;
- e) Provide any content that may give rise to civil or criminal liability of the Site or GMDK, or that may constitute or be considered a violation of any local, national, or international law, including, but not limited to, laws relating to intellectual property including copyright, trademark, patent, or trade secrets;
- f) Post, transmit, link to or otherwise distribute any materials, information, or content constituting, advocating, or encouraging conduct that would constitute a criminal offense or give rise to civil liability or otherwise use the Site in a manner which is contrary to law or would serve to restrict or inhibit any other person from using or enjoying the Site;
- g) Defame, abuse, stalk, harass, threaten, or otherwise violate the legal rights of others, including, but not limited to rights relating to privacy and publicity; and
- h) Post, transmit, link to, or otherwise distribute any information, materials, or content, including, for greater certainty, software, which contains a virus, concealbot, Trojan horse, worm, or other harmful or disruptive component.

## **9) Submission of Content to the Site**

You may access the Site solely for your own personal use. You must not use any content on the Site for any commercial or illegal purpose.

By submitting material to the Site you acknowledge that the information may be copied, modified, or distributed in any manner that the Site and GMDK shall determine. You will indemnify GMDK if any third party takes action in relation to the information you provide.

You must not cause any nuisance, annoyance, or inconvenience to the Site, GMDK, or other users of the Site.

You must not submit any information or material which is defamatory, offensive, menacing, or obscene to the Site or which may cause nuisance, annoyance, damage or offence, or inconvenience to the Site or any other person, or which is illegal. The GMDK may remove such material from the Site at any time without notice to, or consent by, you.

The GMDK reserves the right to suspend the Site at any time for operational, regulatory, legal, or other reason. The GMDK may terminate your use of the Site with immediate effect if you breach any of these Terms of Use at GMDK's discretion.

## **10) Intellectual Property**

The Site and its contents are protected by intellectual property rights, including copyright and trademarks. Except as expressly authorized, you agree not to disclose, copy, download, adapt, alter, modify, rent, lease, loan, sell, distribute, or create derivative works of any content of the Site, in whole or in part.

## **11) Disclaimers, Limitations of Liability and Indemnification**

You agree to indemnify and hold harmless GMDK and GMDK's subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders, from any and all claims or demands, liabilities, damages, demands, losses, or expenses, including reasonable legal fees, that may be made by any third party, due to or arising out of your conduct or connection with the Site, your provision of content, your violation of these Terms of Use, or any other violation of the rights of another person or party.

In no event shall GMDK be liable for any indirect, consequential, incidental, special, compensatory, aggravated, exemplary or punitive damages; damages for economic loss, loss of income, loss of business profits, business interruption, loss of data or business information, loss of or damage to property, or failure to realize expected revenues, savings or other results of any kind; claims of third parties; or, other pecuniary loss, arising out of or related to these Terms of Use, the Privacy Policy, the Site, or any Linked Site. Nonetheless, in no event will the cumulative liability of GMDK arising out of or related to these Terms of Use exceed CDN \$10.00.

Your use of the Site is at your sole risk. The Site is provided on an "As Is" and "As Available" basis and it is not guaranteed that the Site will be suitable for your purposes or requirements. If your mobile device or computer do not support relevant technology including encryption, you may not be able to use certain services or access certain information on the Site. The content of the Site has been compiled from a variety of sources and is subject to change without notice. GMDK uses reasonable care in compiling and presenting the content of the Site, but gives no guarantee that the content is complete, accurate, error or virus free, or up to date. So far as

permitted by law, GMDK disclaims all warranties, conditions, and other terms of any kind, whether express or implied, whether in contract, tort (including liability for negligence) or otherwise, including, but not limited to any implied term of satisfactory quality, fitness for a particular purpose, and any standard of reasonable care and skill.

The downloading, reading, and review of material from the Site is done solely at your own risk. GMDK does not guarantee or warrant that such materials are free of viruses or other destructive code or content of any kind. You are responsible for implementing safeguards to protect your computer system, mobile device, other computing devices, and data and you are solely responsible for the entire cost of any service, repairs, or corrections necessary as a result of the use of the Site or any Linked Site.

All information provided by Professional Geologists or other professionals on the Site is intended to be for general purposes only, and is in no way a substitute for professional advice from a Professional Geologist or other professional and reliance on any information provided by or through the Site is solely at your own risk.

The inclusion of professionals such as Professional Geologists or Professional Engineers on the Site or in any personal directory on the Site does not imply recommendation or endorsement of such professionals nor is such information intended as a tool for verifying the credentials, qualifications, or abilities of any professional contained therein.

The opinions, advice, and information provided by professionals and included on the Site is provided on an “As-Is” basis and GMDK disclaims all warranties, either express or implied, and GMDK shall in no event be liable to you or to anyone for any decision made or action taken by any party in reliance on information about or from professionals on the Site.

## **12) Jurisdiction and Governing Law**

The laws of the Province of Alberta and any applicable federal laws of Canada shall govern your use of Site and the interpretation of these Terms of Use. The courts of the Province of Alberta, without regard to their conflicts of law’s provisions, shall have exclusive jurisdiction over any dispute arising out of your use of the Site. Regardless of your physical location, residence, or domicile, you undertake and agree to commence no action nor make any claim of any kind in any jurisdiction other than the courts of the Province of Alberta.

## **13) Entire Agreement**

These Terms of Use and any and all other notices, policies, and statements contained on the Site constitute the entire agreement between GMDK and you. These Terms of Use cannot be modified except as described elsewhere herein. These Terms of Use supersede any prior communication with you inconsistent with these Terms of Use.

#### **14) No Waiver**

No waiver of any of these Terms of Use, or any term or condition herein, shall be deemed a further or continuing waiver of any such term or condition or any other term or condition.

#### **15) Severability**

If, in any jurisdiction, any part of these Terms of Use is held to be unenforceable by a court of competent jurisdiction, such part of these Terms of Use shall be restricted or eliminated to the minimum extent necessary and the remaining Terms of Use shall otherwise remain in full force and effect.