



iRec Interactive Schedules Co. Terms & Conditions of Use

iRec Interactive Schedules Co. (INTERACTIVE SCHEDULES) grants you access to, and use of, our On-line Management Website Software (SITE) subject to the following Terms and Conditions of use ("Terms of Use").

Whether you are simply browsing SITE or are a registered user or customer of SITE (collectively, "USER"), your use of this SITE signifies that you have read, understand, acknowledge and agree to be bound by these Terms and Conditions of Use.

The terms "we", "us" or "our" shall refer to INTERACTIVE SCHEDULES. The terms "you", "your" or "USER" shall refer to any individual or entity who accepts these Terms and Conditions of Use by using this SITE. Nothing in these Terms and Conditions of Use shall be deemed to confer any third-party rights or benefits.

This SITE is owned and operated by INTERACTIVE SCHEDULES, PO Box 30064, North Vancouver, British Columbia, Canada, V7H 2Y8, duly registered in the province of British Columbia. All rights on the content featured or displayed on SITE are owned by INTERACTIVE SCHEDULES. All elements of SITE, including without limitations, the general design and the content are protected by intellectual property rights and applicable laws.

If you are entering into this agreement on behalf of your employer and/or principal organization, this license and all the restrictions and limitations recited herein apply to your employer and/or principal organization as well as to you as a representative and/or agent of your employer and/or principal organization. You hereby further warrant and represent to INTERACTIVE SCHEDULES that you have full and express authority to enter into this agreement on behalf of your employer and/or principal organization and that you will not use SITE for the benefit of any other person or entity without entering into a separate license with INTERACTIVE SCHEDULES.

INTERACTIVE SCHEDULES may, in its sole and absolute discretion, change or modify these Terms and Conditions of Use which are incorporated herein, at any time and such changes or modifications shall be effective immediately. If you do not agree to be bound by these Terms and Conditions of Use, do not use or access (or continue to use or access) SITE.

The right to use SITE is personal to USER and is not transferable to any other person or entity. USER is responsible for all use of USER's Account (under any screen name or password) and for ensuring that all use of USER's Account complies fully with the provisions of this Agreement. USER shall be responsible for protecting the confidentiality of USER's password(s).

INTERACTIVE SCHEDULES provides USER with access to SITE resources, including but not limited to communications, database management, upload areas and product information. SITE resources, as well as any SITE updates, enhancements, and new features are subject to our Terms and Conditions of Use. INTERACTIVE SCHEDULES shall have the right at any time to change or discontinue any aspect or feature of SITE.

USER shall use SITE for lawful purposes only. USER shall not post on SITE any text, photograph or video that is unlawful, obscene, threatening, pornographic, offensive or defamatory.

INTERACTIVE SCHEDULES provides numerous features on SITE. Use of these features is granted providing USER does not:

Use Email features for any reason other than communication directly related to the administration of SITE.

Post or upload SITE features any text, photograph or video that may be considered defamatory, obscene, pornographic, threatening, inappropriate, profane, indecent or unlawful.

Post or upload to SITE features any text, photograph or video protected by intellectual property and copyright laws unless USER has secured the necessary rights to use such property or copyright.

Post or upload on SITE features without prior necessary authorization any text, photographs or videos that infringe the rights of any party.

Upload files that may damage SITE due to software virus, trojan horse, or files that may contain any other form of corruption.

Collect personal information of USER's of SITE including name, postal address, email address, medical information, phone numbers and any other form of personal information for purposes other than the direct administration of SITE.

Reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from the SITE

Modify, translate, adapt, alter, or create derivative works from the SITE

Copy, distribute, transmit, sell, rent, lease or otherwise exploit the SITE

Distribute, sublicense, rent, lease, loan or grant any third party access to or use of the SITE.

USER is entirely responsible for any and all activity of USER's account.

USER is entirely responsible for the use, maintenance and confidentiality of USER's account, including, but not limited to postal address, email address, medical information, phone numbers, username and password.

INTERACTIVE SCHEDULES will not be held liable for any loss of SITE activity or SITE management including, but not limited to database management, as a result of SITE identity theft.

INTERACTIVE SCHEDULES reserves the right to review materials posted on SITE.

INTERACTIVE SCHEDULES reserves the right to disclose any and all SITE information to applicable law enforcement, legal regulatory organizations, or government.

INTERACTIVE SCHEDULES reserves the right to edit/delete any text, photograph or video, in whole, or in part, at any time, at its sole discretion.

INTERACTIVE SCHEDULES' SITE is provided as is.

Except for any liability which cannot by law be excluded or limited, neither INTERACTIVE SCHEDULES nor any of INTERACTIVE SCHEDULES successor, parent, affiliate, partner, officer, director, employee, contractor, content provider, licensor, distributor or agent shall be liable for any general, punitive, special, indirect, consequential or incidental damages, or lost profits or any other damages, costs or losses arising out of the use of the SITE, inability to use the SITE or the performance of the SITE. Even if INTERACTIVE SCHEDULES has been advised of the possibility of such damages, costs or losses. INTERACTIVE SCHEDULES' maximum liability arising out of or in connection with the use of or inability to use the SITE, to the extent permitted by law, be limited to the fee paid for the SITE use.

Links to third party sites originate specifically from the USER's use of the SITE and are in no way under the control of INTERACTIVE SCHEDULES. USER is entirely responsible for all third party links, their management and the content they may contain. Reference to third party links include but are not limited to email links, message board links, advertising links and payment gateway links.

This Agreement is effective until terminated by INTERACTIVE SCHEDULES, with or without cause, at INTERACTIVE SCHEDULES sole discretion. INTERACTIVE SCHEDULES may terminate this Agreement without notice to USER if USER fails to comply with any of its terms. Any such termination by INTERACTIVE SCHEDULES shall be in addition to and without prejudice to such rights and remedies as may be available to INTERACTIVE SCHEDULES, including injunction and other equitable remedies. The disclaimers, limitations on liability, ownership, termination, interpretation, warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

This Agreement shall be governed by the laws of Canada and any dispute between the parties concerning or arising from this agreement and the services provided hereunder shall be subject to the exclusive jurisdiction of the Courts of British Columbia, save that enforcement of any order judgment or award shall be subject to such jurisdiction as appropriate.