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Governing Use

The terms and conditions provided below (the “Terms of Service”) govern your use of the Maskwa Tech Inc. product and services, which includes an application operating on your mobile device, computer, and the web page interface provided at [c](#) . By accessing the web site or using the application on your mobile device, which includes but is not limited to registering with us to access the Maskwa Tech product, you are agreeing that you have read, agreed and bound yourself to the Terms of Service. Should you be accessing the Maskwa Tech services as a “user” defined under a separate agreement between Maskwa Tech and a party to which you are an employee, service provider, agent, representative, or appointee; then the terms of that agreement shall supersede those of these Terms of Service, but only when there is a conflict.

You agree that we may update or modify these Terms of Service at any time, with application to us at the time of publication, by updating this posting along with the date on which it was most recently updated. We may give you notice of these changes through the means described in these Terms of Service which can be obtained from info@maskwatech.com but you agree that it is not necessary for us to do so. Your access and use of the Maskwa Tech website or mobile applications (the “System”), or the Maskwa Tech products, is your agreement with the changes in the Terms of Service in place at that time.

What is Maskwa Tech

Maskwa Tech is a cloud-based consultation and project management software product and service that allows users to submit and review projects, visualize instant map overlays with Traditional Land Uses maintained in a database by the lands manager, manage accounting, and stay on top of all deadlines and requests relating to the lands. Maskwa Tech acts as an agent for, and on behalf of, the individuals, groups,

corporations, societies or associations that act as stewards for the lands of the Indigenous Peoples of Canada.

Security of the account

In consideration for the use and access to the System, you represent to Maskwa Tech that you are not a person barred from accessing or using the System under any laws applicable to you or Maskwa Tech, that you are legally able to contract with Maskwa Tech by agreeing to these terms of service and communicating this electronically, and that you are of legal age to form a binding contract with Maskwa Tech. You understand and agree that only persons over the age of eighteen (18) years of age are able to access the System and create an account and represent to us that you are over eighteen (18) years of age.

At any time you may delete your account and stop using the Maskwa Tech service by using the “delete your account” option made available on the System. Similarly, Maskwa Tech may refuse to allow anyone to create an account or prevent access to the System, for any reason. You agree that “delete your account”, given Maskwa Tech’s need to maintain records for itself, financial regulatory authorities and taxation authorities; does not mean that all records associated with your use and access to the System, but means that you or others on your behalf, will not be able to access the System.

You agree and acknowledge that you will not create more than one account on the System. In particular, you agree to provide true, accurate and updated information as prompted by the System during registration, or as requested from time-to-time. You acknowledge and agree that Maskwa Tech may suspend or terminate your account should Maskwa Tech suspect that any information you have provided is untrue, inaccurate or not current. As well, you acknowledge and understand that Maskwa Tech may suspend or terminate your account if it suspects you have, or are about to, breach any of the terms of this agreement; or should it feel that continued access to your account could be harmful to Maskwa Tech or its other users.

Maintaining your account as secure

Access to the Maskwa Tech service requires you to create an account with us, and fill in all mandatory information fields with accurate, and truthful, information about you. We will ask you to create a user name and password as well, and you agree and understand that you are solely responsible for maintaining your password as confidential. We will assist you in choosing a password of appropriate complexity that can not be easily guessed; but that does not relieve you of that responsibility to maintain it as confidential, complex, safe, and secure. As consideration for your access and use of the System, you agree to terminate any session with the System upon finishing with each use of a Maskwa Tech product. You agree to notify us immediately if you detect any suspicious activity in your account or any breach of security within the System, should you become aware of any. You agree that Maskwa Tech will not be liable for any loss arising from access to your account using your username and password; and that you accept responsibility for any losses incurred by Maskwa Tech or any other third parties arising from access to your account using your username and password. You agree and understand that, without advance permission from that account’s user, you may not use any other account.

Privacy Policy

The Maskwa Tech privacy policy can be obtained from info@maskwatech.com and it applies to your use of the Maskwa Tech System and services you obtain through it. We encourage you to read our Privacy

Policy and understand how we use any information you provide us on account creation, or that you provide in your accessing and use of the System and Maskwa Tech products.

You permit Maskwa Tech to collect data from or about you. Maskwa Tech acknowledges the importance that you place on protecting your privacy. Accordingly, Maskwa Tech shall use commercially reasonable efforts to safeguard any individually identifiable data acquired from or about you, including without limitation, names, addresses or credit card information; against unauthorized access or use. In addition, Maskwa Tech shall not, without your prior written consent, use, sell, license, lease or otherwise transfer such data to any third party or export data to any location outside of the country in which Maskwa Tech may have acquired such data. You agree to allow Maskwa Tech to use your individually identifiable data to send materials to you (including offers to purchase Maskwa Tech or third party services); as well as for building of Maskwa Tech proprietary databases relating to service offerings and service requests.

Maskwa Tech will: (i) allow you to access any data Maskwa Tech may have regarding you; (ii) allow you to correct any incorrect or incomplete data regarding you; (iii) comply with any request from you to remove your name from the customer list maintained by Maskwa Tech and (iv) upon receipt of a request as described in clause (iii) provide no further marketing materials to you. Upon the expiration or early termination of this agreement, Maskwa Tech shall have no obligation to return to you, or destroy, any lists, or other data regarding you, acquired from you; and you agree that Maskwa Tech may retain any copies of such data in hard copy or electronic form.

Copyright and Intellectual Property

Use of Maskwa Tech and the provision of any services through its System is entirely at the discretion of Maskwa Tech and may be discontinued, with or without notice to you. You agree only to use Maskwa Tech for your own personal use, for only lawful purposes, and any commercial use of the System shall be in the form and manner for which the System was created and as it is presented to you and others. You agree only to use Maskwa Tech in the form it is provided to you, and through the System, and you agree not to make any attempt to de-compile, reconstruct, save or reverse engineer the Maskwa Tech products or its System. Any documentation or materials Maskwa Tech may provide in association with Maskwa Tech products or its System shall only be used for the purposes in which they are provided, or if silent, then only to enable you to use the Maskwa Tech products or its System in ways consistent with these Terms of Service.

You agree that title to, and ownership of, the Maskwa Tech products or its System, any documentation it provides to you and any modifications made thereto shall at all time remain with Maskwa Tech. You acknowledge and agree that as a condition of this agreement, you shall have no right or interest in the Maskwa Tech products, its System or any documentation it provides to you; except as explicitly allowed in these Terms of Service.

The Digital Millennium Copyright Act

Maskwa Tech respects the intellectual property rights of others. As such, you agree and acknowledge that you are prohibited from uploading, posting or otherwise transmitting through the System any text, files, images, designs, graphics, photos, video, sounds, musical works, page layouts, works of authorship, or any other content that violates another party's intellectual property rights. In accordance with the United States Digital Millennium Copyright Act (DMCA), the Canadian Copyright Act, or any other applicable law; Maskwa Tech has adopted a policy of terminating, in appropriate circumstances and at its

sole discretion, users who are deemed to be repeat infringers. Maskwa Tech may, at its sole discretion, limit access to the Maskwa Tech products and System to persons which infringe any intellectual property rights of others, whether or not there is any repeat infringement.

If you believe that any work to which you have rights has been stored, transmitted, copied or otherwise communicated using the System in such a way that infringes your copyright in the work; please provide the following information to us:

- 1) A clear description of the work that you believe to be infringing your rights;
- 2) A description of where on the System the infringing work may be found;
- 3) A clear description of the work that you believe has been infringed;
- 4) Contact information so that we may correspond or otherwise communicate with you;
- 5) A statement that you, in good faith, believe that the use of the work in the manner you have otherwise outlined, is not authorized by the owner of the copyright in the work; and
- 6) A statement by you, made under penalty of perjury, that the information in your statement is accurate and that you are the agent authorized to act on behalf of, or owner of, the rights you claim are infringed,

Please send the above to the following address

Maskwa Tech c/o CKS LEGAL
103, 6030 – 88 Street
Edmonton, Alberta
Canada T6E 6G4

[Liability Limitation](#)

The design of the Maskwa Tech products and System may be changed without notice, and Maskwa Tech does not guarantee that compatibility of your computing devices with our System. Maskwa Tech reserves the right to withdraw the Maskwa Tech product at any time.

THE MASKWA TECH PRODUCT, DOCUMENTATION AND TECHNICAL SUPPORT (IF ANY) ARE PROVIDED "AS IS" WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE EXPLICITLY SET OUT HEREIN, MASKWA TECH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS CONCERNING THE PROGRAMS AND DOCUMENTATION, INCLUDING ANY AND ALL WARRANTIES AND CONDITIONS OF DESIGN, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, PERFORMANCE AND ANY AND ALL WARRANTIES AND CONDITIONS THAT MIGHT OTHERWISE ARISE DURING THE COURSE OF DEALING, USAGE OR TRADE AND THOSE WHICH MAY BE IMPLIED BY LAW. THIS AGREEMENT SETS OUT THE ENTIRE EXTENT OF ALL WARRANTIES IN RESPECT OF THE PRODUCT AND DOCUMENTATION AND NO AGENT OF MASKWA TECH IS AUTHORIZED TO ALTER ITS WARRANTY OBLIGATIONS.

THE ENTERING INTO OF THIS AGREEMENT DOES NOT INCLUDE ANY CONSIDERATION FOR MASKWA TECH TO ACCEPT ANY RISKS OF PRODUCT QUALITY, ACCESSIBILITY, USABILITY OR SUITABILITY AND IF ANY SUCH RISKS WERE TO BE ASSUMED BY MASKWA TECH, MASKWA TECH WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT CHARGING SUBSTANTIAL FEES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MASKWA TECH BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM ARISING OUT OF THIS AGREEMENT, INCLUDING MASKWA TECH'S PROVISION OR INABILITY OR FAILURE TO PROVIDE THE MASKWA TECH PRODUCTS AND DOCUMENTATION OR ACCESS TO THE MASKWA TECH PRODUCTS, SYSTEM, OR DOCUMENTATION, THE USE OF OR INABILITY OF YOU TO USE THE MASKWA TECH PRODUCT, SYSTEM OR ITS DOCUMENTATION OR THE RESULTS FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OR CORRUPTION OF FILES, ERRORS, DEFECTS, DELAYS IN PERFORMANCE OR TRANSMISSION OR FAILURE OF PERFORMANCE, EVEN IF MASKWA TECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR OTHERWISE.

MASKWA TECH'S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT ARISING IN ANY MANNER WHATSOEVER, SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY YOU TO MASKWA TECH FOR THE MASKWA TECH PRODUCTS OR ACCESS TO THE SYSTEM UNDER THIS AGREEMENT IN THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE FINAL ACT OR EVENT WHICH GAVE RISE TO SUCH LIABILITY, OR \$10.00, WHICHEVER IS LESSER.

YOU USE THE MASKWA TECH PRODUCT AND SYSTEM AT YOUR OWN RISK. MASKWA TECH MAKES NO REPRESENTATION WITH RESPECT TO ITS PRODUCT'S INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. YOU AGREE THAT MASKWA TECH SHALL HAVE NO OBLIGATION TO DEFEND OR INDEMNIFY YOU AGAINST ANY AND ALL CLAIMS BROUGHT AGAINST YOU. AS USED HEREIN, "CLAIMS" SHALL MEAN ANY CLAIM, SUIT, ACTION, AND ANY OTHER FORM OF LEGAL PROCEEDING. IN ITS CAPACITY AS AN AGENT FOR THIRD-PARTIES, YOU ACKNOWLEDGE AND AGREE TO HOLD MASKWA HARMLESS FOR THE ACTIONS OR INACTIONS OF ITS PRINCIPAL.

YOU USE THE MASKWA TECH PRODUCTS AND SYSTEM AT YOUR OWN RISK. MASKWA TECH IS PROVIDING AN OPEN MARKETPLACE FOR COMMUNICATION AND INTERACTION WITH OTHERS, AND UNLESS EXPLICITLY STATED AS SUCH, MASKWA TECH HAS MADE NO INVESTIGATIONS OR INSPECTION OF THE PARTIES, OR IDENTITIES OF THE PARTIES, ON ITS SYSTEM OR USING MASKWA TECH PRODUCTS AND SYSTEM. YOU ACKNOWLEDGE AND AGREE THAT PAYMENTS MADE BY YOU AS PART OF MASKWA TECH'S PRODUCTS ARE MADE WITH THIRD PARTY SERVICE PROVIDERS AND THAT MASKWA TECH SHALL HAVE NO RESPONSIBILITY TO YOU WITH RESPECT TO THE PAYMENTS YOU MAKE, THE PAYMENTS YOU RECEIVE, OR THE INTERACTIONS YOU HAVE WITH OTHER USERS OF THE SYSTEM. YOU AGREE THAT USE OF THE MASKWA TECH PRODUCTS AND SYSTEMS IS AT YOUR RISK, AND THAT MASKWA TECH'S MAXIMUM LIABILITY IS AS OTHERWISE DESCRIBED HEREIN. YOU AGREE AND ACKNOWLEDGE THAT MASKWA TECH PROVIDES NO SUPERVISION OR ASSESSMENT OF LICENSING, PERMITTING OR REGULATORY APPROVAL OF ANY GOODS OR SERVICES PROVIDED THROUGH THE MASKWA TECH PRODUCTS

You understand and agree that Maskwa Tech makes no representation or warranties regarding use of the Maskwa Tech product or System. You understand and agree that you have the sole responsibility for adequate protection and backup of your data or equipment used in connection with Maskwa Tech product and System and shall not claim against Maskwa Tech for lost data, re-run time, inaccurate input, work delays or lost profits resulting from the use of the Maskwa Tech Product or System.

You agree that you will indemnify and hold Maskwa Tech harmless from any claims that is made against Maskwa Tech arising out of your use of the System or Maskwa Tech products. This indemnification explicitly includes, but is not limited to, illegal, fraudulent, slanderous or libelous activities undertaken by you.

Payments

In the use of the Maskwa Tech services, you will be making a payment to Maskwa Tech who is acting as an agent for a third party that has appointed it as such, for the purposes of coordinating cloud-based consultation relating to Traditional Land use; which includes but is not limited to issuing invoices and accepting payments on their behalf. You acknowledge and agree that Maskwa Tech is acting as an agent for the party identified within the system as being the consulting party, and identified on any invoices issued by Maskwa Tech on their behalf. At no time is Maskwa Tech maintaining a balance, accepting payments on your behalf, monitoring or taking any responsibility for the making or receipt of payments on your behalf. As part of the registration for services, you may be offered the opportunity to register for an account with a third-party payment processor, under their terms of service and privacy policy. You acknowledge and agree that System is not banking, or acting as a money services business and you agree to indemnify and hold Maskwa Tech harmless for any loss or damage you incur with the third-party payment processor.

You understand that we may charge fees for certain aspects of the System. You acknowledge and agree that all fees paid are non-refundable in the event the System or Maskwa Tech products are modified or otherwise rendered unavailable for violation, or suspected violation, of the terms of this Agreement.

You understand and agree that the recognition under the tax laws, rules and regulations applicable to you (a "Tax Authority"); is complex, dynamic and not under the control of Maskwa Tech. Therefore, you shall hold Maskwa Tech harmless with respect to any losses, direct or indirect, arising from your inability to receive recognition from a Tax Authority for payments to Maskwa Tech directly, or in its capacity as agent.

Use of the System

You understand Maskwa Tech retains all rights to unilaterally, and at Maskwa Tech discretion, limit the amounts of data you may send through, or receive via, the System, in total, or during a period of time. You acknowledge that these limits are in place to protect Maskwa Tech, yourself, and other users from potential fraud or abuse.

You agree that you will not send, post or otherwise directly or indirectly, transmit to or through, the System any unlawful, infringing, harmful, harassing, defamatory, threatening, hateful or otherwise objectionable material of any kind, any material that can cause harm or delay to System or Maskwa Tech products, or computers of any kind, and any unsolicited advertising, solicitation or promotional materials. You agree that you will not send, post or otherwise directly or indirectly, transmit to or through, the System material that is pornographic or otherwise depicts a human being engaged in sexual conduct; material that is false, deceptive, misleading, or deceitful; material that is intended for the purposes of soliciting or offering services sexual in nature, material that is intended to recruit parties for participation in a business enterprise, or material that employs misleading email addresses, forged headers or otherwise misleading and manipulated identifiers to disguise the origin of material transmitted to or through the System.

You agree not to access (or attempt to access) the System by any means other than through the interface that is provided by Maskwa Tech. You specifically agree not to access (or attempt to access) the System through any automated means. You may not use the System or information presented within the Maskwa Tech application to compile data in a manner that is used or useable by a competitive listing product or service. You agree not to modify or obscure the manner in which the Maskwa Tech products are displayed or used or to otherwise alter the visual display of the Maskwa Tech products. You are not permitted to execute script searches or search materials displayed as part of the Maskwa Tech products in a manner that results in display or saving of the content of the System, in whole or in part.

You agree not to a) launch or use any automated system, including without limitation, “robots,” “spiders,” or “offline readers,” that access the System in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser; b) send or otherwise transmit to or through the System chain letters, unsolicited messages, so-called “spamming” or “phishing” messages, or messages marketing or advertising goods and services; c) post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment; violate any applicable laws or regulations; or d) assist or permit any persons in engaging in any of the activities described above.

You agree not to send, post or otherwise transmit to or through the System any material that impersonates any entity or person or misrepresents or falsely states your identity, affiliation with a person or entity; or material that includes personal information about a third-party without that person’s explicit permission.

You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images, their selection and arrangement) which you may have access to as part of, or through your use of, the Maskwa Tech products are the sole responsibility of the person from which such content originated.

You agree that when you provide content as part of your use of the Maskwa Tech products, you authorize and direct Maskwa Tech or its agents to make such copies thereof as it deems necessary in order to facilitate the provision of the Maskwa Tech products. By providing content through use of the Maskwa Tech products, you grant, and you represent and warrant that you have the right to grant, to Maskwa Tech an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such content in connection with the Maskwa Tech products and to grant and authorize sublicenses of the foregoing. You confirm and warrant to Maskwa Tech that you have all the rights, power and authority necessary to grant the above licence. You agree that Maskwa Tech may edit your content to remove information that may be used to subvert the intended use of the Maskwa Tech products or its System.

[How to communicate with each other](#)

If you wish to contact us about, or in connection with, these Terms of Service you can correspond with us at the following address:

Maskwa Tech c/o CKS LEGAL
103, 6030 – 88 Street

Edmonton, Alberta
Canada T6E 6G4

When you use the System or any of the Maskwa Tech products, you will be asked to provide us with an Email address. You agree that Maskwa Tech may communicate with you through that Email address, and that sending electronic communications through that Email address is an acceptable and sufficient means to communicate with you about these Terms of Service, and you agree that any notices we send by Email to the address you provide are deemed given and received by you on the date we send it.

Other Matters

You acknowledge and agree that the law governing these Terms of Service shall be the law of the Province of Alberta, and that these Terms of Service are deemed to be executed in, and agreed to, in Edmonton, Alberta, Canada.

You agree that this agreement is personal to you and you shall not be allowed to assign this agreement to anyone. You agree that Maskwa Tech, as a corporation, may assign its rights hereunder without your prior consent.

You agree that these Terms of Service constitute the entire agreement between the Maskwa Tech and yourself and these Terms of Service and any subsequent updates to them, supersede any prior agreements, term and conditions, and communications between Maskwa Tech and yourself. No failure on the part of either Maskwa Tech or you, to exercise, and no delay in exercising any right, power or single or partial exercise of any right, power or remedy by any party to this Agreement will preclude any other, or further, exercise thereof or the exercise of any other right, power or remedy. You acknowledge and agree that our agreement creates no agency, partnership or joint venture relationship and neither you nor Maskwa Tech or its agents may act in any manner to bind the other.