

LAST UPDATE: July 31, 2013.

1. **ACCEPTANCE OF TERMS:**

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## **2. CONDUCT WHILE USING CAMTRADER:**

While using CamTrader, you agree to not do the following things:

- a. Copy or distribute any part of this Website (including all of the contents of the Website) unless permitted to on the Website;
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- d. Upload, post, email, transmit or otherwise make available any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party (including privacy and publicity rights);
- e. Upload, post, email, transmit or otherwise make available any falsehoods or misrepresentations or create an impression that you know is incorrect, misleading, or deceptive, or any material that could damage or harm minors in any way;
- f. Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, solicitations for business, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- g. Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or data of the Website or that of any users or viewers of the Website or that compromises a user's privacy;
- h. Interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website or probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- i. Impersonate any person or entity or misrepresent their affiliation with a person or entity;
- j. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the Website or impersonate another person or organization;
- k. Upload, post, email, transmit or otherwise make available any material that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, libelous, vulgar, obscene, pornographic, invasive of another's privacy, hateful, or racially or ethnically objectionable, encourages criminal behavior, gives rise to civil liability, violates any law, or is otherwise objectionable;
- l. Intentionally or unintentionally violate any applicable local, state, national or international law or regulation;
- m. Resell the content of the Website, the use of the Website or access to the Website; or
- n. Harvest or otherwise collect information about others, including email addresses, without their consent.

You also agree not to access the Website in a manner that utilizes the resources of the Website more heavily than would be the case for an individual person using a conventional web

browser. Notwithstanding the foregoing, operators of public search engines may use spiders or other bots for the purpose of creating publicly available searchable indices of the materials on this Website.

### **3. USER COMMUNICATIONS, TRANSACTIONS, INTERACTIONS, DISPUTES AND RELATIONS**

**3.1** CamTrader and CamTrader representatives are not parties to, have no involvement or interest in, make no representations or warranties as to, and have no responsibility or liability with respect to any communications, transactions, interactions or disputes or any relations whatsoever between you and any other user, person or organization (“**your interaction with others**”). You must conduct any necessary, appropriate, prudent or judicial investigation, inquiry, research, or due diligence with respect to your interactions with others.

**3.2 YOU AGREE TO INDEMNIFY AND HOLD CAMTRADER AND CAMTRADER REPRESENTATIVES HARMLESS FROM AND AGAINST ANY THIRD PARTY CLAIM, CAUSE OF ACTION, DEMAND OR DAMAGES RELATED TO OR ARISING OUT OF YOUR INTERACTIONS WITH OTHERS. THIS INDEMNIFICATION OBLIGATION INCLUDES PAYMENT OF ANY LEGAL FEES AND COSTS INCURRED BY US.**

### **4. USE OF THE WEBSITE**

**4.1** All information, data, text, software, music, sound, photographs, graphics, video, messages or other materials, whether publicly posted or privately transmitted to the Website by viewers or users, is the sole responsibility of such viewers or users. This means that the viewer or user, and not CamTrader, are entirely responsible for all such material uploaded, posted, emailed, transmitted or otherwise made available by using the Website. CamTrader does not control such content posted to the Website and, as such, does not guarantee the accuracy, integrity or quality of such content. Users acknowledge that by using the Website, they may be exposed to materials that are offensive, indecent or objectionable. Under no circumstances will CamTrader be liable in any way for any materials, including, but not limited to, any errors or omissions in any materials or any defects or errors in any printing or manufacturing, or for any loss or damage of any kind incurred as a result of the viewing or use of any materials posted, emailed, transmitted or otherwise made available on the Website.

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**4.3** CamTrader may alter, suspend, or discontinue this Website at any time and for any reason or no reason, without notice. The Website may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons. CamTrader may periodically add or update the information and materials on this Website without notice.

## **5. MODERATION**

**5.1** CamTrader has the right, but not the obligation, to regulate content (which includes but is not limited to postings, text, code, images, video, ads, accounts, account information, emails, messages and any other user communications ("**content**") posted to, stored on, or transmitted on this Website. CamTrader also has the right in its sole discretion to limit, modify, suspend, discontinue or remove any content. CamTrader and its representatives shall not be liable from any losses, damages, or harm resulting from such action or inaction.

**5.2** CamTrader provides a "whistleblower button" for users to "flag" or otherwise seek removal of content on CamTrader. A user shall not use the whistleblower button without a good-faith belief that the content violates these Terms of Use. A user may only use the whistleblower button on his or her own behalf and a user shall not enable, induce or encourage others to use the whistleblower button for them. CamTrader will allow a user to use the whistleblower button on a specific item of content only once.

## **6. FEEDBACK**

If you provide CAMTRADER with any suggestions, comments or other feedback ("**Feedback**") relating to the Website, CamTrader may use such Feedback in the Website or in any other CamTrader products or services (collectively, "**CamTrader Offerings**"). Accordingly, you agree that: (a) CamTrader is not subject to any confidentiality obligations in respect to the Feedback, (b) the Feedback is not confidential or proprietary information of you or any third party and you have all of the necessary rights to disclose the Feedback to CamTrader, (c) CamTrader (including all of its successors and assigns) may freely use, reproduce, publicize, license, distribute, and otherwise commercialize Feedback in any CamTrader Offerings, and (d) you are not entitled to receive any compensation or re-imbursement of any kind from CamTrader or any of the users of the Website.

## **7. ADVERTISING**

You acknowledge and agree that the Website may be provided with advertisements. If you elect to have any business dealings with anyone whose products or services may be advertised on the Website, you acknowledge and agree that such dealings are solely between you and such advertiser and you further acknowledge and agree that CamTrader shall not have any responsibility or liability for any losses or damages that you may incur as a result of any such

dealings. You shall be responsible for obtaining access to the Website and acknowledge that such access may involve third-party fees (such as Internet service provider access or data fees). You shall be solely responsible for any such fees and also for obtaining any equipment that is required to access the Website. It is your responsibility to ascertain whether any information or materials downloaded from this Website are free of viruses, worms, Trojan Horses, or other items of a potentially destructive nature.

## **8. RELEASE**

Because we do not control or monitor posts by users, you agree that you bear all risk and you agree to release us (and our officers, directors, shareholders, agents, employees, affiliates, subsidiaries, and third party partners) and our designees from claims, demands, and damages (actual and consequential) of every kind and nature, now and in the future, arising out of or in any way connected with your use of this Website.

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- 10.2** Despite the previous paragraphs, if we are found to be liable, our liability to you or any third party is limited to \$100 Canadian dollars. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

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- 11.1** This Website may contain links to other Websites that are not owned or controlled by CamTrader. CamTrader is not responsible for the content of any linked Websites. Any third-party Websites or services accessed from the Website are subject to the terms and conditions of those Websites and or services and you are responsible for determining those terms and conditions and complying with them. The presence on the Website of a link to any non-CamTrader Websites does not imply that CamTrader endorses or accepts any responsibility for the content or use of such Websites, and you hereby release CamTrader from all liability and/damages that may arise from your use of such Websites or receipt of services from any such Websites.
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manner, or that provides instructional information about illegal activities, including, without limitation, the making or buying of illegal weapons; or (ii) contains, posts or transmits any information, software or other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trademark or other proprietary rights. CamTrader reserves the right to prohibit or refuse to accept any link to the Website, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time. You agree to remove any link you may have to the Website upon the request of CamTrader.

**12. NO IMPLIED ENDORSEMENTS**

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**13. NO ADVICE**

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**14. TERMINATION.**

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## **16. ENFORCEMENT OF TERMS AND CONDITIONS**

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In addition to Sections 11, 12, 13 and 14, all representations, warranties and conditions made by you in these Terms of Use shall survive the termination of these Terms of Use. Unless otherwise explicitly identified as terminating elsewhere in these Terms of Use, all licenses granted by you in these Terms of Use shall survive their termination.



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