#### **TERMS OF USE**

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## Terms of Use

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Access to and use of the information provided through this Website and the Services (collectively referred to as the "Content"), is subject to your acceptance of and compliance with these Terms of Use. By using the Website you indicate your acceptance of these Terms of Use. By using the Website you agree to be bound by and acknowledge your acceptance of these Terms of Use and our <u>Privacy Policy</u>. If you do not accept these Terms of Use or the Privacy Policy, please do not use the Website or any of its Content.

## Modifications to this Agreement; Waiver

We reserve the right to alter, add to, delete, modify or change these Terms of Use at any time. Your use of the Website after any amendments or updates of these Terms of Use shall signify your acceptance of such revised terms. The most current version of these Terms of Use will govern your use of the Website. We will post any changes to the Terms of Use on the Website and update the revision date at the beginning of these Terms of Use. You should periodically review the Terms of Use to see recent changes. Any changes to these Terms of Use or waiver of our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of one of our directors or officers. No purported waiver or modification of these Terms of Use by us via telephone or email communications will be valid.

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In addition, you shall use the Website, links to other web sites from the Website (the "Linked Sites") for lawful purposes only and you shall use the Content in accordance with all applicable laws. You may not: (i) attempt to gain unauthorized access to the Website, or computer systems or networks connected to the Website, through hacking, password or data mining, or any other means to circumvent security procedure; (ii) use the Website in any manner that could damage, disable, overburden, or impair the Website or any of the Services, or interfere with any other party's use and enjoyment of the Website; (iii) 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; (iv) use any robot, spider or other automatic device, software program or manual process to monitor, copy, "scrape" or interfere with any web pages or the content contained thereon on the Website; (v) use any device, software or routine to

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The Website may contain links to other Linked Sites that are not owned or controlled by us and we are not responsible for the content of any Linked Sites. The presence on the Website of a link to any other Linked Site does not imply that we endorse or accept any responsibility for the content or use of such Linked Site, and you hereby release us from all liability and/or damages that may arise from your use of such Linked Site.

#### Links to the Website

While we encourage links to the Website, we reserve the right to prohibit or refuse to accept any link to the Website at any time. You agree to remove any link you may have to the Website upon our request.

## **Non-Confidentiality and Privacy**

Any communications between you and Gryphon, such as email or other correspondence, in which you offer suggestions or comments for improving or modifying the Website or the Content ("Feedback") will be deemed by us to be non-confidential and non-proprietary, and you agree that (a) we are therefore not subject to any confidentiality obligations in respect to the Feedback, (b) the Feedback is not confidential or proprietary information of any third party and you have all of the necessary rights to disclose the Feedback to us, (c) we (including all of our affiliates, successors and assigns) may freely use, reproduce, publicize, and you irrevocably assign to us the right to license, distribute, and otherwise commercialize Feedback on the Website, and (d) you are not entitled to receive any compensation or re-imbursement of any kind from us or any of the users of the Website.

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## **Security**

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YOU ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT BY YOU AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

YOU SHALL INDEMNIFY AND HOLD US AND OUR SUBSIDIARIES, AFFILIATES, LICENSEES, DIRECTORS, OFFICERS, AGENTS, ADVISORS AND EMPLOYEES, HARMLESS FROM ALL CLAIMS, THREATS, ACTIONS, PROCEEDINGS, DEMANDS, DAMAGES, LOSSES, OBLIGATIONS, COSTS, AND EXPENSES INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR USE OF THE WEBSITE, ANY VIOLATION BY YOU OF THESE TERMS OF USE, OR ANY VIOLATION BY YOU OF ANY RIGHTS OF ANOTHER (INCLUDING, WITHOUT LIMITATION, ALL INTELLECTUAL PROPERTY RIGHTS AND RIGHTS OF PUBLICITY, PERSONALITY OR PRIVACY).

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# **Ability to Accept Terms of Use**

You represent and warrant that: (i) you are an individual and over the age of majority in the jurisdiction in which you are resident; (ii) you are using the Website in a jurisdiction where access to, or use of, the Website (or any part thereof) is not prohibited or illegal; (iii) you are fully able and competent to enter into, and abide by, these Terms of Use.

### <u>Jurisdiction</u>

Those who choose to access the Website from outside Canada do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Notwithstanding the foregoing, and recognizing the global nature of the Internet, each viewer and user shall comply with all local rules regarding online conduct and submission of acceptable materials. These Terms of Use are governed and interpreted pursuant to the laws of the Province of British Columbia, Canada and the federal laws of Canada applicable therein, without regard to principles of conflicts of law that would impose the law of another jurisdiction, and you agree to submit to the exclusive jurisdiction of the courts located within the Province of British Columbia, Canada.

#### **Termination**

We may, under certain circumstances and without prior notice, immediately terminate your ability to access the Website or portions thereof. You acknowledge and agree that all terminations may be made by us in our sole discretion and that we shall not be liable to you or any third-party for any termination of your access to the Website.

## **Website Availability**

We cannot guarantee that the Website will be available 100% of the time. Although we strive to provide the most reliable website possible, interruptions and delays in accessing the Website are unavoidable and we disclaim any liability for damages resulting from such problems.

#### Miscellaneous

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