

## **Terms and Conditions of Use**

Countable Web Productions (“Countable”, “we” or “us”) operates the website comment solution services (“the Program”) on the [www.htmlcommentbox.com](http://www.htmlcommentbox.com) website (the “Site”) (the Program and Site collectively referred the “Services”). These Terms and Conditions of Use (the “Terms”) govern your use of the Services. Please read these Terms carefully before using the Services.

### **1. Acceptance of Terms**

- 1.1 These Terms constitute an electronic contract that establishes the legally binding terms you must accept to use the Services. These Terms includes Countable’s Privacy Policy.
- 1.2 By accessing or using the Service, you accept these Terms and agree to the terms, conditions and notices contained or referenced herein. To withdraw this consent, you must cease using the Services. This Agreement may be modified by Countable from time to time, such modifications to be effective upon posting by us in the Service.

### **2. User Content**

- 2.1 The Site may allow users to post, link, share or otherwise make available certain text, graphics, videos or other materials (“User Content”). You are solely responsible for all User Content you post, including its legality, reliability and appropriateness according to these Terms.
- 2.2 By posting User Content on our Site, you represent and warrant that:
  - (a) you own the User Content or have the right to use it and grant us the rights and license as provided in these Terms;
  - (b) the postings of your User Content on or through the Site does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person
- 2.3 Countable reserves all rights to block or remove any User Content on or through the Site that we determine to be:
  - (a) abusive, defamatory, or obscene;
  - (b) fraudulent, deceptive, or misleading;
  - (c) in violation of a copyright, trademark, or other intellectual property right of another;
  - (d) offensive or otherwise unacceptable, in our sole discretion.
- 2.4 By posting User Content, you grant Countable the right and license to use, modify, publicly perform, display, reproduce and distribute such User Content on and through the Services. You retain any and all of your rights to any User Content you submit and are responsible for protecting those rights.

### **3. Disclaimers**

- 3.1 The Services are provided on an "as is" and "as available" basis, and you acknowledge and agree that you use the Services at your own and sole risk. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to, implied warranties of merchantability, and fitness for a particular purpose, title and non-infringement.
- 3.2 Without limiting the generality of the foregoing, we make no guarantees in relation to the following:
- (a) the Services will meet your requirements or expectations;
  - (b) the Services will be uninterrupted, timely, secure, or error-free;
  - (c) the accuracy, quality or reliability of the Services;
  - (d) any information you provide or we collect will not be disclosed to third parties; or
  - (e) third parties will not use your confidential information in an unauthorized manner. Under no circumstances will we be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Services or any conduct or interactions between users of our Services.
- 3.3 You are solely responsible for any loss or damage to you in connection with your use of the Services, including postings on your website by third parties on or through the Program. We are not responsible for any loss or damage resulting from anyone's use of the Program on your website. Our Program only provides a passive means for third parties to post comments on your website. We have no control over any comments made by third parties on or through the Program, nor do the third party comments necessarily reflect the views or opinions of Countable. You are solely responsible for monitoring or moderating any comments posted on your website by third parties through Program.

### **4. Limitation of Liability**

- 4.1 You agree that we will not be liable for any damages whatsoever, including direct, indirect, incidental, punitive, special, consequential or exemplary damages arising from, relating to or connected with:
- (a) the use or inability to use the Services;
  - (b) disclosure of, unauthorized access to or alteration of your user information;
  - (c) actions or inactions of other users or any other third parties for any reason, including a third party's use of the Program on your website; or
  - (d) any other matter arising from, relating to or connected with the Services or these Terms.

- 4.2 We will not be liable for any failure or delay in performing under these Terms where such failure or delay is due to causes beyond our reasonable control, including natural disasters, governmental acts or omissions, laws or regulations, terrorism, labor strikes or difficulties, communication system breakdowns, hardware or software failures, transportation stoppages or slowdowns or the inability to procure supplies or materials.
- 4.3 You acknowledge and agree that the disclaimers of warranties and these limitations of liability are an agreed upon allocation of risk between you and us. You acknowledge and agree that if you did not agree to these limitations of liability we would not provide the Services to you. You acknowledge and agree that such provisions are reasonable and fair.

## **5. Indemnity**

- 5.1 You agree to defend, indemnify and hold us, and our subsidiaries, parents, affiliates, and each of our and their directors, officers, managers, members, partners, agents, other representatives, employees and customers (each an “Indemnified Party” and collectively, the “Indemnified Parties”), harmless from any claim, demand, action, damage, loss, cost or expense, including without limitation, attorneys' fees and costs, investigation costs and settlement expenses, incurred in connection with any investigation, claim, action, suit or proceeding of any kind brought against any Indemnified Party arising out of your use of the Services, any alleged or actual infringement of the intellectual property rights of any party, any injury or damage to property or person, any act by you in connection with any user of the Services or any other third party, or alleging facts or circumstances that could constitute a breach by you of any provision of these Terms and/or any of the representations and warranties set forth above.

## **6. Termination**

- 6.1 You acknowledge and agree that we, in our sole discretion, may terminate your access to the Services for any reason, including, without limitation, your breach of these Terms. You understand and agree that we are not required, and may be prohibited, from disclosing to you the reason for termination of your access to the Services. You acknowledge and agree that any termination of your access to the Service may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your user profile and bar any further access to the Service. Further, you acknowledge and agree that we will not be liable to you or any third party for any costs or damages of any kind for or resulting from any termination of your access to our Service.
- 6.2 All provisions of these Terms shall survive termination, including but not limited to ownership provisions, warranty disclaimers, indemnity and limitations of liability

## **7. Fees and Payment**

- 7.1 All fees are quoted in Canadian Dollars, and are subject to change without notice. Our fees are non-refundable, and you are responsible for paying them when they become due. Your failure to pay fees may limit your ability to use the Services.

7.2 In the event the foregoing exclusions or limitations of liability is held to be unenforceable for any reason, then our maximum liability for any of the foregoing types of damages shall be limited to the amount that we receive for the transaction that gave rise to the claim.

## **8. Modification to Services**

8.1 We reserve the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## **9. Proprietary Rights**

9.1 Countable owns and retains all proprietary rights in the Services, and in all content, trademarks, trade names, service marks and other intellectual property rights related thereto. The Services contains the copyrighted material, trademarks, and other proprietary information of Countable. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible through the Service. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

## **10. Third Party Content, Links and Pages**

10.1 In your use of the Services, you may access content from third parties ("Third Party Content"), either through the Services or through links to third party web sites. We do not control Third Party Content and make no representations or warranties about it. We do not endorse or accept any responsibility for any Third Party Content. You acknowledge and agree that by using the Services, you may be exposed to Third Party Content that is false, offensive, indecent, inaccurate, incomplete or otherwise objectionable. Third Party Content is subject to the privacy and security policies of those third parties, which may differ substantially from our privacy policies. You acknowledge and agree that Third Party Content is the sole responsibility of the authors or sites displaying such Third Party Content and under no circumstances will we be liable in any way for any Third Party Content, including, without limitation, any inaccuracies, errors or omissions in any Third Party Content or any losses, liabilities or damages of any kind arising out of or incurred as a result of the use of any Third Party Content. You agree that you must evaluate, and bear all risks associated with Third Party Content.

## **11. No Advice**

11.1 Any advice that may be provided in the Services is for informational purposes only and is not intended to replace or substitute the advice of a professional. Countable makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Services. If you have specific concerns or a situation arises in which you require professional advice, you should consult with an appropriately trained and qualified specialist.

## **12. Notice**

- 12.1 Countable may provide you with notices, including those regarding changes to these Terms, using any reasonable means now known or hereafter developed, including by email, regular mail, SMS text message or postings in the Services. Such notices may not be received if you violate this Terms by accessing the Services in an unauthorized manner. You agree that you are deemed to have received any and all notices that would have been delivered had you accessed the Services in an authorized manner.

## **13. Governing Law**

- 13.1 These Terms shall be governed by the law of the Province of British Columbia.

## **14. Assignment**

- 14.1 You do not have the right to assign these Terms or any of your rights under the Services to anyone. Countable has the right to assign any or all of its rights and obligations under these Terms or to the Services to any third party. Provided such rights and obligations are assumed by such third party, Countable shall be relieved of any and all liability under these Terms and in such event you hereby agree to release Countable of all liability, claims, charges, damages and causes of action.

## **15. Miscellaneous**

- 15.1 These Terms, together with our Privacy Policy contain the entire understanding of the parties regarding their subject matter, and supersede all prior and contemporaneous agreements and understandings between the parties regarding their subject matter. These Terms shall be binding on the parties, their successors and permitted assigns. No failure or delay by a party in exercising any right, power or privilege under these Terms shall operate as a waiver thereof. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect. The headings used in these Terms are for convenience only and shall not be deemed to define or limit the content of any provision of these Terms.

If you have any comments or questions about our Services or these Terms, please contact us.