

MEMBER AGREEMENT

THIS AGREEMENT is entered into between you for and on behalf of yourself and the Person you represent when you register for a Host Account (as defined herein) (“**you**”, “**your**”, “**yourself**”, and words of like meaning) and Just Boardrooms Inc. (“**Just Boardrooms**”, “**us**”, “**we**”, “**our**”, and words of like meaning) and sets out the terms and conditions that apply to the use of the Platform (as defined herein) by you. The Platform is owned and operated by Just Boardrooms and made available to you subject to your compliance with the terms and conditions of this Agreement. This Agreement constitutes a binding legal agreement between you and Just Boardrooms. This Agreement must be read in conjunction with the Terms of Use and Privacy Policy, each of which is incorporated into by reference and forms an integral part of this Agreement. Unless and only to the extent otherwise expressly provided in this Agreement, if there is any conflict or inconsistency between this Agreement and the Terms of Use or Privacy Policy, the terms and conditions of this Agreement will govern to the extent necessary to resolve such conflict or inconsistency. Please read this Agreement together with the Terms of Use and Privacy Policy in their entirety carefully, as they contain important information about your legal rights, remedies, and obligations, and be sure to occasionally check back for updates, amendments and modifications.

BY MARKING THE “**I AGREE**” CHECKBOX, SUBMITTING THE APPLICATION FORM, OR ACCESSING THE PLATFORM (OR ANY PORTION THEREOF) IN ANY MANNER WHATSOEVER YOU: (A) REPRESENT AND WARRANT TO AND IN FAVOUR OF JUST BOARDROOMS THAT: (I) YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND (II) YOU HAVE HAD WHATEVER OPPORTUNITY YOU DEEM NECESSARY TO INVESTIGATE JUST BOARDROOMS, THE PLATFORM, AND APPLICABLE LAW AND THAT YOU ARE NOT RELYING UPON ANY REPRESENTATION, WARRANTY, OR STATEMENT OF LAW OR FACT MADE BY JUST BOARDROOMS; AND (B) YOU COVENANT AND AGREE THAT YOU FREELY ACCEPT AND AGREE TO BE BOUND BY AND COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY AND COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO ACCESS OR USE THE PLATFORM (OR ANY PORTION THEREOF).

ARTICLE 1 – INTERPRETATION

1.1 **Definitions.** In this Agreement, the following terms will have the respective meanings indicated below:

- (1) “**Agreement**” means this Member Agreement together with the Terms of Use and Privacy Policy and any other Just Boardrooms’ policies applicable to your use of the Platform, as updated, amended, restated, supplemented, or otherwise modified from time to time;
- (2) “**Applicable Law**” means any domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction, or judicial, arbitral, administrative, ministerial, or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time that applies to this Agreement, the Platform, the Content, Your Content, any Host Space, any Host Service, any Host Contract, or either Party or is otherwise intended to govern or regulate any Person, property, transaction, activity, event, or other matter in connection therewith, including any rule, order, judgment, directive, or other requirement or guideline issued by any governmental or regulatory authority in any jurisdiction;

- (3) **“Application”** means the Just Boardrooms proprietary application and application program interface for mobile devices, tablets, and other smart devices, by way of which Just Boardrooms makes the Services available;
- (4) **“App Store Provider”** means the provider of any online app store or marketplace (including Apple and Google) where the Application is capable of being downloaded for use by a User;
- (5) **“Booking”** means a booking of a Host Listing by you confirmed by way of the Platform;
- (6) **“Booking Cancellation”** means a Host Cancellation, Just Boardrooms Cancellation, or Member Cancellation, as applicable;
- (7) **“Booking Modification”** means any change, amendment, or other modification to a Booking made by a User or Just Boardrooms, including by way of the Platform;
- (8) **“CASL”** means *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada)*;
- (9) **“CEM”** means “commercial electronic message”, as such terms is defined under CASL;
- (10) **“Charge”** means any fee, charge, cost, or expense (other than the Fees) payable by you in connection with this Agreement, any Host Contract, or any agreement, document, or instrument ancillary hereto or thereto, the Platform, or any Host Space, Host Service, Booking, Booking Modification, or Booking Cancellation;
- (11) **“Claim”** means any actual, threatened or potential civil, criminal, administrative, regulatory, arbitral, or investigative claim, demand, allegation, action, suit, investigation, or proceeding or any other claim or demand;
- (12) **“Content”** means any and all content provided by Just Boardrooms or any other Person (other than you) by way of the Platform, including editorial content, personal profiles, articles, publications, written materials, pictures, videos, information, events, data, information related to the Platform or Third Party Services;
- (13) **“Event of Default”** has the meaning given to it in Section 14.1 (Events of Default);
- (14) **“Fee”** means any fee payable by you to Just Boardrooms in connection with this Agreement, any agreement, document, or instrument ancillary hereto, the Platform, or any Host Space, Host Service, Booking, Booking Modification, or Booking Cancellation, including Overstay Fees, Security Deposits, and any other amounts owing by you to Just Boardrooms;
- (15) **“Feedback”** means any and all feedback, suggestions, comments, recommendations, ideas, and materials for improvement provided by you or any of your Representatives to Just Boardrooms

or any of its affiliates or any Third party Service Provider or Host or any of their respective Representatives regarding the Platform, Host Spaces, or Host Services (or any portion thereof);

- (16) **“Force Majeure Event”** means an event or occurrence beyond the reasonable control of Just Boardrooms, including acts of God, action by any governmental authority (whether valid or invalid), fires, flood, wind storms, explosions, riots, natural disasters, wars, sabotage, labour problems (including lock-outs, strikes and slow-downs), court order, or injunction;
- (17) **“Host”** means any User who offers property or services for access and use by way of the Platform;
- (18) **“Host Cancellation”** has the meaning given to it in Section 5.6 (Booking Cancellations);
- (19) **“Host Contract”** means any contract, agreement, document, instrument, terms and conditions, or policies and procedures entered into between you and any Host relating to the use of a specific Host Space or Host Service, including building security procedures, IT access and use procedures, maximum occupancy limitations, and other legal terms;
- (20) **“Host Listing”** means the listing or publishing of a Host Space or Host Service by way of the Platform;
- (21) **“Host Service”** means any service offered or made available by a Host for use by way of the Platform;
- (22) **“Host Space”** means any property or space (or portion thereof) offered or made available by a Host for use or rental by way of the Platform;
- (23) **“Intellectual Property”** means any and all: (a) proprietary rights anywhere in the world provided under patent law, copyright law, trade-mark law, design patent or industrial design law, semiconductor chip or mask work law, trade secret law, or any other statutory provision or common law principle which may provide a right in: (i) ideas, formulae, algorithms, concepts, inventions, technologies, software, data compilations, drawings, specifications, confidential business information, procedures, or know-how generally, including trade secrets; or (ii) the expression or use of such ideas, formulae algorithms, concepts, inventions technologies, software, data compilations, drawings, specifications, confidential business information, procedures, or know-how; and (b) applications, registrations, licences, sub-licences, franchises, agreements, or any other evidence of a right in any of the foregoing;
- (24) **“Just Boardrooms Cancellation”** has the meaning given to it in Section 5.6 (Booking Cancellations);
- (25) **“Just Boardrooms Mark”** means any trademark, corporate name, business name, or other trade name of Just Boardrooms, including JUST BOARDROOMS, JUSTBOARDROOMS.COM, and any and all logo, word script, and design versions thereof, in each case whether registrable or not, owned, or used by Just Boardrooms or any of its affiliates;

- (26) **“Just Boardrooms Property”** means: (a) the Platform and the associated look and feel, architecture, layout, interface, templates, and web pages and any and all associated source code or object code or other code that supports the Platform or any part thereof; (b) any and all Content, including any and all: (i) logos, designs, graphics, images, photographs, artwork, and other artistic works; (ii) editorial content, text, data, and other literary works; (iii) musical works, performances, and other sounds; (iv) videos and all audio-visual works; and (v) selections, arrangements, compilations, modifications, and enhancements of any of the foregoing; (c) any and all tangible and intangible property and Intellectual Property of Just Boardrooms or any of its affiliates or licensed to Just Boardrooms or any of its affiliates by any Person, including you (excluding your personal information and the personal information of your Representatives); (d) the Just Boardrooms Marks; (e) any and all other proprietary products, services, technology, software, source code, object code, systems, materials, functionality, databases, screen formats, report formats, techniques, materials, methodology, and know-how of Just Boardrooms or any of its affiliates or licensed to Just Boardrooms or any of its affiliates by any Person; (f) any and all information or data of Just Boardrooms or any User (other than you); (g) any and all Feedback; (h) any and all changes, customizations, patches, bug fixes, releases, modifications, developments, new features, functions, or enhancements in respect of any of the foregoing; (i) any and all information or data generated by or from any of the foregoing (other than your information or data); and (j) any and all Intellectual Property rights in any of the foregoing;
- (27) **“Loss”** means any loss, liability, or damage (including taxes and related penalties) and any related costs or expenses, including reasonable legal fees on a full indemnity basis, and expenses and costs of litigation, settlement, judgement, appeal, interest, and penalties;
- (28) **“Member”** means any User that registers with Just Boardrooms for a Member Account by way of the Platform;
- (29) **“Member Cancellation”** has the meaning given to it in Section 5.6 (Booking Cancellations);
- (30) **“Member Account”** means your Just Boardrooms member account;
- (31) **“Member Profile”** means your Just Boardrooms public member profile page;
- (32) **“Overstay”** means where you stay in a Host Space past the agreed upon checkout time without the applicable Host’s consent;
- (33) **“Overstay Fee”** means, in respect of an Overstay, an amount equal to: (a) the average hourly Fee paid or payable in respect of the Host Space that is the subject of such Overstay for each one (1) hour period (or any portion thereof exceeding fifteen (15) minutes) of such Overstay; plus (b) any and all applicable Taxes, or such lesser amount as the Host may determine in its discretion;
- (34) **“Party”** means either you or Just Boardrooms, as applicable, and **“Parties”** means both you and Just Boardrooms;

- (35) **“Payment Method”** means a valid financial instrument that you have added to your Member Account, including a valid credit card, debit card, or PayPal account or other method of payment acceptable to Just Boardrooms (in its sole discretion);
- (36) **“Person”** will be broadly interpreted and means any individual, corporation, partnership, limited partnership, limited liability corporation, association, unincorporated association, trustee, trust, or other entity or organization;
- (37) **“Platform”** means the Site, the Application, and the Services;
- (38) **“Privacy Policy”** means the Just Boardrooms’ Privacy Policy set out in the Platform;
- (39) **“Representative”** means a director, officer, employee, personnel, contractor, subcontractor, agent, or professional advisor of a Person;
- (40) **“Security Deposit”** means a security deposit required to be paid by you in order to make a Booking or in advance of receiving any Services or Host Services;
- (41) **“Service”** means any service to be provided by Just Boardrooms pursuant to this Agreement or associated with the Site or the Application;
- (42) **“Site”** means the Just Boardrooms’ website, the URL in respect of which is www.justboardrooms.com together with any other website by way of which Just Boardrooms makes the Services available, including any domains or subdomains thereof;
- (43) **“Taxes”** means any and all sales, use, value added or other taxes, federal, provincial, state, or otherwise, however designated (including HST, GST, and PST), which are levied or imposed by reason of the Platform or any transaction contemplated by this Agreement, including with respect to Host Listings, Host Spaces, Host Services, and Bookings and any and all associated fees and charges, except for any taxes based on Just Boardrooms’ net income;
- (44) **“Terms of Use”** means the Just Boardrooms’ Terms of Use set out in the Platform;
- (45) **“Third Party Payment Processor”** means any Person engaged by Just Boardrooms to process payments for or on behalf of Just Boardrooms, including with respect to the Fees or Charges or any associated Taxes;
- (46) **“Third Party Service”** means any product or service of, or provided or made available by, any Person (other than either Party) in connection with the Platform, Host Spaces, or Host Services, including websites, applications, content, advertisements, promotions, communications, information, or resources;
- (47) **“Third Party Service Provider”** means any Person (other than either Party) providing or making available any Third Party Service, including any App Store Provider or Third Party Payment Processor;
- (48) **“User”** means any user of the Platform;

- (49) **“Virus”** means any programming code, programming instruction, or set of programming codes or instructions (including any code typically described as a virus or by similar terms, including Trojan horse, worm, or backdoor) intentionally designed to disrupt, disable, harm, interfere with, or otherwise adversely affect computer programs, data files, or operations or that otherwise manifests contaminating or destructive properties or has harmful effects; and
- (50) **“Your Content”** means any and all content provided by you by way of the Platform, including written materials, pictures, videos, information, data, information, and other materials.

- 1.2 **Headings.** The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder”, and similar expressions refer to this Agreement and not to any particular Article, Section, or other portion of this Agreement and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references in this Agreement to Articles and Sections are to Articles and Sections of this Agreement.
- 1.3 **Extended Meanings.** In this Agreement, unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders and the terms “include” and “including” will also mean “include without limitation” and “including without limitation” respectively.
- 1.4 **Currency.** In respect of access and use of the Platform by Users located in the United States of America or any Bookings of Host Spaces located in, or Host Services provided from, the United States of America, all dollar amounts referred to in this Agreement are stated in U.S. Dollars. Except for the foregoing, all dollar amounts referred to in this Agreement are stated in Canadian Dollars.
- 1.5 **Statute References.** Any reference in this Agreement to any statute or any section thereof will, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated, or re-enacted from time to time.
- 1.6 **Privacy Policy.** For information about how Just Boardrooms collects, uses, and shares personal information, please review the Just Boardrooms’ [Privacy Policy](#).
- 1.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions, and understandings, written or oral, between the Parties. Except as otherwise expressly provided in this Agreement, there are no representations, warranties, conditions, other agreements, or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement. The execution of this Agreement has not been induced by, nor does either Party rely upon or regard as material, any representations, warranties, conditions, other agreements, or acknowledgements not expressly made in this Agreement.

ARTICLE 2– LICENCE AND SCOPE OF SERVICES

- 2.1 **Platform.** The Platform is an online marketplace that enables Users and certain Third Party Service Providers to communicate and transact directly with each other regarding the listing, access, and use of Host Spaces and Host Services, including to enable Hosts to publish Host Listings and Members to book Host Spaces and Host Services on a short-term basis. You acknowledge and agree that:
- (1) Just Boardrooms, as the provider of the Platform, does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Host Listings, Host Spaces, or Host Services;
 - (2) when you make a Booking or enter into a Host Contract, you are entering into a contract directly with the applicable Host;
 - (3) Just Boardrooms is not, and will not become, a party to or other participant in any contractual relationship between you and any Host (including any Host Contract), nor is Just Boardrooms a real estate broker or insurer;
 - (4) unless and only to the extent otherwise expressly provided in this Agreement, Just Boardrooms is not acting as an agent or in any other similar capacity for any User; and
 - (5) you will be solely responsible and liable for obtaining any software, hardware, or equipment required or desirable for you to access and use the Platform and any associated costs and expenses, including any and all mobile devices, data plans, and computer and internet fees.
- 2.2 **Licence.** Subject to the terms and conditions of this Agreement, during the Term, Just Boardrooms grants to you a non-exclusive, personal, non-transferable, non-sublicensable, revocable right and licence to access and use the Platform and the Content only for your own internal business purposes (the “**Licence**”). All rights and licences not so expressly granted are expressly reserved by Just Boardrooms. You may access and use the Platform and Content only in accordance with the terms and conditions of this Agreement and Applicable Law.
- 2.3 **Services.** Subject to and in accordance with the terms, restrictions, and conditions of this Agreement, during the Term, Just Boardrooms will use commercially reasonable efforts to provide the Services.
- 2.4 **Maintenance, Upgrades, and Availability.** Just Boardrooms may restrict the availability of the Platform or certain areas or features thereof, as Just Boardrooms may determine in its sole discretion is necessary or desirable, including in view of capacity limits, the security or integrity of the Platform, our servers, third-party servers or capabilities, or to carry out maintenance measures that ensure the proper or improved functioning of the Platform. Just Boardrooms may improve, enhance, and modify the Platform and introduce new Services at any time and from time to time.
- 2.5 **CEMs and CASL.** You acknowledge and agree that, in connection with providing you with access and use of the Platform, Bookings, Host Spaces, Host Services, and Third Party Services and for promotional purposes, Just Boardrooms may, or may be required to, send you and your Representatives CEMs. Message and data rates may apply with respect to CEMs. If you change your mobile phone service provider, you might have to re-enroll with Just Boardrooms in order to receive future CEMs. Just

Boardrooms reserves the right to stop sending CEMs at any time. By entering into this Agreement or by accessing or using the Platform (or any portion thereof), you provide Just Boardrooms with your express consent to send CEMs to you and your Representatives. You may withdraw such consent at any time by providing Just Boardrooms with written notice of such withdrawal. You may at any time opt-out or unsubscribe from CEMs by replying to any CEM from Just Boardrooms with the word “UNSUBSCRIBE” or click on the “unsubscribe” link and follow the prompts and instructions, which opt-out will become effective within seven (7) days. You acknowledge and agree that, if you opt out of or unsubscribe from receiving CEMs:

- (1) it may prevent you from receiving information necessary to properly access and use the Platform, Host Spaces, or Host Services; and
- (2) Just Boardrooms may still send you and your Representatives CEMs, provided that such CEMs are sent in accordance with CASL.

ARTICLE 3 – MEMBER REGISTRATION

3.1 **Member Account.** In order to access and use any Host Space or Host Service by way of the Platform, you must register with Just Boardrooms for a Member Account. You can register for your Member Account by way of the Platform. Once you register for your Member Account, you can create your Member Profile and obtain access to Host Listings. You must provide accurate, current, and complete information during the process of registering your Member Account and creating your Member Profile and keep your Member Account and Member Profile information accurate, complete, and up-to-date at all times. You represent and warrant to and in favour of Just Boardrooms that you have the authority to legally bind yourself and the Person you represent and to grant us all permissions and licences provided in this Agreement. You may not register more than one (1) Member Account unless Just Boardrooms authorizes you to do so in writing. You may not assign or otherwise transfer your Member Account to any Person without the express written consent of Just Boardrooms. You have the ability to cancel your Member Account at any time by notifying us via email to info@justboardrooms.com or via the [Contact Us](#) page of the Platform. You will immediately notify Just Boardrooms via email to info@justboardrooms.com or via the [Contact Us](#) page of the Platform if you know or have any reason to suspect that your Member Account credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Member Account. You acknowledge and agree that:

- (1) certain information in your Member Profile is or may become public and available to other Users;
- (2) you are solely responsible for maintaining the confidentiality and security of your Member Account and Member Account credentials, including your username and password and you will not disclose your Member Account credentials to any Person; and
- (3) you are liable for any and all activities conducted through your Member Account.

3.2 **Payment Method.** In order to register for a Member Account, you must provide Just Boardrooms with your Payment Method. When you add your Payment Method to your Member Account, you will be

asked to provide Just Boardrooms with customary billing information such as name, billing address, and financial instrument information for use by Just Boardrooms or Third Party Payment Processors to process payments in connection with the Platform. Your billing address must be the same as the shipping address. You will be required to provide Just Boardrooms with valid, accurate, current, and complete information when adding your Payment Method and to update and correct your Payment Method as required to ensure that your Payment Method is at all times valid, current, complete, and accurate. If your Payment Method changes as a result of re-issuance or otherwise, we may acquire that information from third parties and update your Payment Method on file in your Member Account. You authorize Just Boardrooms to store and use any and all information you provide for use in maintaining your Payment Method and charging your Payment Method for any and all Fees, Charges, and associated Taxes. You acknowledge and agree that:

- (1) you are solely responsible for the accuracy and completeness of your Payment Method;
- (2) failure to maintain valid, current, complete, and accurate information in your Payment Method may result in your inability to access and use the Platform or any Host Space or Host Service;
- (3) Just Boardrooms is not responsible for any Claims or Losses suffered by you as a result of incorrect Payment Method provided by you or otherwise in connection with your Payment Method; and
- (4) Just Boardrooms may use Third Party Payment Processors to access, hold, use, and process your Payment Method to process payments made by you to Just Boardrooms and, in such circumstances, the processing of payments or refunds, as applicable, will be subject to the terms and conditions of the applicable Third Party Payment Processor and your credit card issuer.

3.3 **Background Checks.** We may make enquiries we consider necessary to help verify or check your identity or prevent fraud. You authorize Just Boardrooms to screen you and your Representatives against third-party databases and other sources and request reports from Third Party Service Providers. In some jurisdictions, we have a legal obligation to collect identity information to comply with anti-money laundering regulations. This may include asking you to provide a form of government identification (e.g., driver's licence or passport), your date of birth, your address, and other information, requiring you to take steps to confirm ownership of your email address or Payment Method, screening your information against third-party databases. Just Boardrooms reserves the right to close, suspend, or limit your access to the Platform in the event we are unable to obtain or verify any of this information.

ARTICLE 4 – RESTRICTIONS ON ACCESS AND USE OF PLATFORM AND HOST SPACES

4.1 **Restrictions on Registering a Member Account.** In order to access and use the Platform or register a Member Account, you must be at least 18 years old and the Person you represent must be a duly organized and validly existing legal entity in good standing under the laws of the jurisdiction in which it is established and both you and the Person you represent must be able to enter into legally binding contracts.

4.2 **Restrictions on Access and Use of Platform.** You agree to use the Licence and Platform only as expressly set out in and permitted by this Agreement. Without limiting the generality of the foregoing, unless and only to the extent otherwise expressly permitted by this Agreement or in writing by Just Boardrooms, you will not, on your own or with any other Person, directly or indirectly:

- (1) access or use the Platform or any other Just Boardrooms Property (in whole or in part) in any way or for any purpose that violates Applicable Law or any of the terms and conditions of this Agreement or is not expressly permitted by this Agreement;
- (2) access or use the Platform or any other Just Boardrooms Property (in whole or in part) for any purpose that violates the rights of Just Boardrooms, any User, or any other Person;
- (3) access or use any portion of the Platform or other Just Boardrooms Property that is not expressly authorized for use by you;
- (4) access or use the Platform or any Just Boardrooms Property (in whole or in part) for any purpose or in any manner that falsely implies the endorsement of Just Boardrooms, a partnership with Just Boardrooms, or otherwise misleads others as to your affiliation or relationship with Just Boardrooms;
- (5) exploit the Platform or any other Just Boardrooms Property (in whole or in part), including by trespass or burdening network capacity;
- (6) reproduce the Platform or any other Just Boardrooms Property (in whole or in part) in any form or by any means;
- (7) make available, distribute, display, post, disseminate, publish, republish, transmit, re-transmit, communicate to the public, or broadcast the Platform or any other Just Boardrooms Property (in whole or in part);
- (8) permit any other Person to use the Licence or Platform or any other Just Boardrooms Property (in whole or in part) or re-licence or sublicense the Licence (in whole or in part) to any Person;
- (9) use the Platform (in whole or in part) in the operation of a service bureau or process or permit to be processed the information or data of any Person;
- (10) copy, store, or otherwise access or use any information, including personal information of any other User or any other User's Representatives, contained on or accessible by way of the Platform in any way that is inconsistent with this Agreement (including our [Privacy Policy](#)) or that otherwise violates Applicable Law or the privacy rights of any Person (including any User);
- (11) use the Platform in connection with the transmission or distribution of unsolicited CEMs in violation of Applicable Law (including CASL);
- (12) contact any other User for any purpose other than asking a question related to your own Booking, or such other User's use of the Platform, including recruiting or otherwise soliciting any User to join, access, or use any service, application, or website (other than the Platform);

- (13) make a Booking, if you will not actually be using the corresponding Host Space or Host Services yourself;
- (14) use the Platform to request or make a Booking independent of the Platform, to circumvent any Fees, or for any other reason whatsoever;
- (15) request, accept, or make any payment (including with respect to Fees, Charges, or associated Taxes) outside of the Platform or this Agreement;
- (16) discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age, or sexual orientation or otherwise engage in any violent, harmful, abusive or disruptive behavior;
- (17) integrate any software with the Platform or any software associated with the Platform;
- (18) modify, copy, duplicate, virtualize, mirror, create derivative works of, reverse engineer, decompile, disassemble, translate or otherwise exploit the Platform, the Platform's architecture, layout, or design, any associated web page or form contained thereon, any associated software or source code, or any other Just Boardrooms Property (in whole or in part), including make use of any data schemas or dictionaries, or attempt to do any of the foregoing or allow or enable any Person to do the same;
- (19) scrape, whether by way of screen scraping or database scraping, the Platform or any other Just Boardrooms Property (in whole or in part) or use any robot, spider, or crawler or otherwise interact with the Platform or engage in any other activity intended to collect, store, reorganize, summarize, or manipulate any Just Boardrooms Property (in whole or in part), whether by automatic or manual programs, means, or processes;
- (20) avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Just Boardrooms or any Person for or on behalf of Just Boardrooms to protect the Platform;
- (21) take any action that damages or adversely affects or could damage or adversely affect the performance or proper functioning of the Platform or any associated software;
- (22) sell, licence, sublicense, transfer, rent, lease, loan, or engage in any other commercial transaction relating to the Platform or any other Just Boardrooms Property (in whole or in part) or any reproduction of all or any portion thereof in any medium;
- (23) dilute, tarnish, or otherwise harm the Just Boardrooms brand or reputation in any way, including through unauthorized use of the Platform or any Just Boardrooms Property, registering or using Just Boardrooms or derivative terms in domain names, trade names, trademarks, or other source identifiers, or registering or using domain names, trade names, trademarks, or other source identifiers that closely imitate or are confusingly similar to Just Boardrooms' domains, trademarks, taglines, promotional campaigns, or any other Just Boardrooms Property; or

- (24) violate or infringe any Person's rights (including Intellectual Property rights) or otherwise cause harm, injury, illness, or death to any Person or any Losses to any tangible or intangible property.

4.3 **Restrictions on Access and Use of Host Spaces.** You agree to access and use Host Spaces and Host Services only as expressly set out in and permitted by this Agreement and the applicable Host Contract. Without limiting the generality of the foregoing, unless and only to the extent otherwise expressly permitted by this Agreement or the applicable Host Contract or in writing by Just Boardrooms or the applicable Host, you will:

- (1) not access or use any Host Space or Host Service (in whole or in part) in any manner or for any purpose that violates Applicable Law or contravenes any of the terms and conditions of this Agreement, any Host Contract or any agreement, document, or instrument in connection herewith or therewith;
- (2) not access or use any Host Space or Host Service (in whole or in part) for any purpose that violates the rights of any User, or any other Person;
- (3) not access any portion of the Host Space that is not expressly authorized for use by you;
- (4) not smoke in any Host Space or light or allow any candles, incense sticks, or naked flames in any Host Space;
- (5) not bring or keep any animals in any Host Space, except for service or assistance animals, which will at all times be harnessed, leashed, or tethered, or controlled through voice, signal, or other effective controls;
- (6) not make excessive noise in or around any Host Space or create any noise or conduct any other activity in or around any Host Space that, in Just Boardrooms' or the applicable Host's determination, may disturb any other Person;
- (7) comply with any and all rules, regulations, policies, and procedures regarding the Host Space as may be communicated through the Platform, posted signs, or otherwise;
- (8) not lease, sublet, sell, transfer, or otherwise permit any other Person to use the Host Space (in whole or in part) in any manner whatsoever;
- (9) not use any Host Space to cause nuisance, harassment, annoyance, or inconvenience to any Person;
- (10) not install, remove, or modify any fixtures, equipment, machinery, or appliances in any Host Space or any adjacent spaces;
- (11) provide the Host or any personnel working at the Host Space with whatever proof of identity they may reasonably request;

- (12) while accessing and using any Host Space, only use an internet access point or wireless internet connection that you are authorized to use and only use it for lawful purposes;
- (13) while accessing and using any Host Space, wear clothing appropriate to the Host Space's situation;
- (14) adhere to any and all capacity limits as to the number of persons permitted in any Host Space and any adjacent spaces at any given time; and
- (15) leave the Host Space in the condition that it was made available to you, but in any event in a clean and tidy condition.

4.4 Your Liability for Access and Use of Host Spaces. You acknowledge and agree that:

- (1) you may be held liable for any and all Claims and Losses, including cleaning and repair costs, with respect to your access and use of a Host Space and any and all property, items, or fixtures therein during your access to and use thereof;
- (2) if Just Boardrooms or a Host, in its sole discretion, determines that excessive cleaning or repair with respect to a Host Space is required as a result of your access and use of such Host Space, Just Boardrooms reserves the right to charge your Payment Method and you agree to pay for any and all costs and expenses associated with such cleaning or repair;
- (3) it is your sole responsibility to ensure that you retrieve all of your and your guests' personal items and other property prior to leaving a Host Space and neither Just Boardrooms nor any Host is responsible or liable for any property you may leave behind in a Host Space;
- (4) you may be held liable, and you authorize Just Boardrooms to charge you, for any and all Claims and Losses to or in respect of any Host Space that you access and use and any and all items therein during your use thereof (including repair costs); and
- (5) you may be held liable, and you authorize Just Boardrooms to charge you, for any and all items, property, or fixtures which are taken or removed from any Host Space during your use thereof.

4.5 Compliance with Applicable Law. You acknowledge and agree that you are solely responsible and liable for compliance with Applicable Law and any and all Tax obligations that may apply to your use of the Platform or any Host Space or Host Service. You will not breach or circumvent any Applicable Law, this Agreement, or any agreement with any other Person, including any Host Contract.

4.6 Compliance with Privacy Law. You acknowledge and agree that all personal information is owned by individuals, may be protected by Applicable Law and will not be used, accessed or disclosed in any way by you without the applicable individual's consent. To the extent that you collect, use, store, disclose, dispose of, or otherwise handle personal information in the course of performing your obligations pursuant to this Agreement or the Platform, you will do so in accordance with Applicable Law.

4.7 Member Passwords. You will control and maintain the security of all identification codes and passwords used by you and your Representatives in relation to the Platform and access to the

Platform, including your Member Account credentials, be solely responsible for all instructions, commitments, and other actions or communications taken under such identification codes or passwords and promptly report to Just Boardrooms any errors or irregularities in the Platform or any unauthorized use of any part thereof.

- 4.8 **User Communications.** Any and all communications between you or any of your Representatives and any other User in respect of the Platform or any Host Listing, Host Space, Host Service, Booking, Booking Modification, or Booking Cancellation, may only be made by you or your Representatives by way of the Platform's internal messaging feature or Just Boardrooms. Without limiting the generality of the foregoing, you may not exchange any personal information or other contact information with any other User other than by way of the Platform's internal messaging feature or Just Boardrooms.
- 4.9 **Host Spaces and Host Contracts.** You acknowledge and agree that, as between Just Boardrooms and Hosts, the applicable Host is solely responsible and liable for any and all Host Contracts, Host Listings, Host Spaces, and Host Services and for identifying, understanding, and complying with any and all Applicable Laws that apply to Host Contracts, Host Listings, Host Spaces, and Host Services. If you have questions about how any Applicable Law applies to a Host Contracts, Host Listing, Host Space, or Host Service, you should seek independent legal advice and guidance. You agree to be bound by and comply with any Host Contracts. Host Contracts may be provided in any manner whatsoever, including in electronic format through the Platform or in hardcopy format.
- 4.10 **Other User Content.** Other Users may upload, post, or otherwise share Content by way of the Platform. All such Content belongs to the User who shared such Content. You do not have nor will you acquire any rights in relation to the Content of other Users, and you may only use the personal information of other Users to the extent that such use complies with this Agreement and Applicable Law. Unless and only to the extent otherwise expressly permitted by this Agreement or the applicable Host Contract, you may not use any Content or personal information of any other User for commercial purposes, to spam, harass, or make unlawful threats. We reserve the right to terminate this Agreement or cancel, suspend, or limit your access to the Platform or your Member Account or any Host Space or Host Service (or any portion thereof) if you misuse the Content or personal information of any other User.
- 4.11 **Your Content.** The Platform allows for you to upload, post, or otherwise share Your Content to the Platform. You acknowledge and agree that Your Content may be visible to third parties, including other Users and any Person accessing or using the Platform. Just Boardrooms reserves the right to remove, edit, limit, or block access to any of Your Content at any time, and it will have no obligation to display or review Your Content. You are solely responsible and liable for Your Content. You acknowledge and agree that you will not post, upload, or otherwise share any content to the Platform that:
- (1) contains language or imagery that could be deemed offensive or is likely to harass, upset, embarrass, alarm, or annoy any other Person;
 - (2) is obscene, pornographic, violent, or otherwise may offend human dignity;
 - (3) is abusive, insulting, threatening, discriminatory, or which promotes or encourages racism, sexism, hatred, or bigotry;

- (4) encourages any illegal activity, including terrorism, or incites racial hatred or the submission of which in itself constitutes committing a criminal offence;
- (5) is defamatory or libelous;
- (6) unless and only to the extent otherwise expressly permitted by this Agreement, relates to commercial activities, including sales, competitions and advertising, or links to other websites or premium line telephone numbers;
- (7) involves the transmission or distribution of unsolicited CEMs in violation of Applicable Law (including CASL);
- (8) contains any spy ware, adware, viruses, corrupt files, worm programs or other malicious code designed to interrupt, damage, limit the functionality of, or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse, or any other material designed to damage, interfere with, wrongly intercept, or expropriate any data or personal information whether from Just Boardrooms or otherwise;
- (9) itself, or the posting of which, infringes any Person's rights (including Intellectual Property rights and privacy rights); or
- (10) shows another Person which was created or distributed without that Person's express consent.

4.12 **Your Licence.** By sharing Your Content to the Platform, you represent and warrant to and in favour of Just Boardrooms that you have all necessary rights and licences to do so, and automatically grant Just Boardrooms a non-exclusive, royalty free, irrevocable, sub-licensable, perpetual, worldwide right and licence to use, copy, modify, display, and publish Your Content (other than your personal information that you are required to provide in order to create your Member Profile) in any way, without notice or compensation to you or your approval, including editing, copying, modifying, adapting, translating, reformatting, creating derivative works from, incorporating into other works, advertising, marketing, promoting, distributing, and otherwise making available to the general public Your Content (other than your personal information that you are required to provide in order to create your Member Profile), whether in whole or in part and in any format or medium currently known or developed in the future. You acknowledge and agree that Just Boardrooms may assign, transfer, or sub-licence the above licence to any Person without notice or compensation to you or your approval.

4.13 **Other Restrictions.** Just Boardrooms may make your access to and use of the Platform or certain areas or features of the Platform subject to additional conditions and requirements, including your proper completion of verification processes, you meeting specific quality or eligibility criteria, you meeting review or rating thresholds, or your Member Cancellation history. The access to or use of certain areas and features of the Platform may be subject to separate policies, standards, or guidelines, or may require that you accept additional terms and conditions before you can access the relevant areas or features of the Platform. If there is a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions applicable to a specific area or feature of the Platform, the latter terms and conditions will take precedence to the extent necessary to resolve any such conflict or

inconsistency with respect to your access to or use of that area or feature, unless and only to the extent otherwise specified in the latter terms and conditions.

- 4.14 **Third Party Features.** You acknowledge and agree that Just Boardrooms may from time to time enable features that allow you to authorize other Users or certain Third Party Service Providers to take certain actions that affect your Member Account, including to enable you to link your Member Account to businesses and take actions for those businesses. These features will not require that you share your Member Account credentials with any other Person. No Person (other than you) is authorized by Just Boardrooms to ask for your credentials, and you shall not request the Member Account credentials of another User.
- 4.15 **Third Party Interactions.** In connection with your access and use of the Platform, Host Spaces, and Host Services, you may enter into correspondence with or purchase or participate in Third Party Services. You acknowledge and agree that Third Party Service Providers may require your agreement to additional or different terms and conditions prior to your use of or access to Third Party Services and any such activity and any terms and conditions in connection therewith, is solely between you and the applicable Third Party Service Provider. Just Boardrooms may rely on advertising and marketing supplied through the Platform by Third Party Service Providers to subsidize the Platform, Host Spaces, and Host Services. By agreeing to this Agreement, you expressly consent to receive such advertising and marketing. If you do not want to receive such advertising and marketing, you must notify us in writing via email to info@justboardrooms.com or via the [Contact Us](#) page of the Platform. Just Boardrooms reserves the right to charge you a higher fee for the Platform should you choose not to receive these advertising services. This higher fee, if applicable, will be posted on the Platform or communicated to you by email.
- 4.16 **Monitoring.** You acknowledge and agree that Just Boardrooms has the right, but no obligation whatsoever, to monitor any User's access to or use of the Platform and to review, edit, remove, and disable access to any Content or Your Content. You will cooperate with and assist Just Boardrooms in good faith, and provide Just Boardrooms with such information and take such actions as may be reasonably requested by Just Boardrooms, with respect to any investigation undertaken by Just Boardrooms or a Representative of Just Boardrooms regarding the use or abuse of the Platform.
- 4.17 **Reporting Inappropriate Behaviour.** If you feel that any User you interact with, whether online or in person, is acting or has acted inappropriately, including anyone who engages in offensive, violent, or sexually inappropriate behavior, you suspect of stealing from you, or engages in any other disturbing conduct, you should immediately report such User to the appropriate authorities and then to Just Boardrooms by contacting us via email to info@justboardrooms.com or via the [Contact Us](#) page of the Platform. You agree that any report you make will not obligate us to take any action (beyond that required by Applicable Law, if any).

ARTICLE 5 – BOOKINGS

- 5.1 **Bookings.** You can search for Host Listings using the Platform's search function or by browsing the Host Spaces and Host Services listed on the Platform. Once you find a Host Listing you are interested in, you can check its availability on the Host Listing page and contact the applicable Host through the in-

platform messaging feature. In order to make a Booking, you may be required to agree to additional terms and conditions and/or a Host Contract, which may include a separate cancellation policy or other terms and conditions governing the use of the Host Space or Host Service.

5.2 **Host Licence.** You acknowledge and agree that a confirmed Booking is a limited, non-exclusive, personal, non-transferable, non-sublicensable, revocable right and licence granted to you by the applicable Host to access and use the applicable Host Space or Host Service only for your own internal business purposes for the period set out in such Booking, during which time, subject to Applicable Law and the terms and conditions of any Host Contract entered into between you and such Host in respect of such Host Space or Host Service, such Host retains the right to re-enter such Host Space and/or cancel, suspend, or terminate such Booking. All rights and licences not so expressly granted are expressly reserved by the applicable Host. You acknowledge and agree that neither the foregoing limited licence nor your access and use of any Host Space or Host Service constitutes a grant of a lease or any other property right.

5.3 **Overstays.** You will, and will ensure that any and all of your guests will, leave the Host Space no later than the checkout time specified in the Booking or that the applicable Host specifies in the Host Listing or such other time as mutually agreed upon between you and such Host. In the event of an Overstay, you acknowledge and agree that, in addition to any other right or remedy that Just Boardrooms or the applicable Host may have pursuant to this Agreement or at law or equity:

- (1) the limited licence granted to you by the Host to access and use the Host Space and Host Service will automatically terminate and be of no further force and effect;
- (2) you will no longer have the right to access and use the Host Space or Host Service;
- (3) the Host will be entitled to make you and any of your guests leave the Host Space in a manner consistent with Applicable Law; and
- (4) Just Boardrooms will be entitled to charge you, and if requested by Just Boardrooms or the Host, you will pay any and all Overstay Fees.

You acknowledge and agree that, as between the Parties, you will be solely responsible and liable for any and all Losses incurred by the applicable Host in connection with an Overstay.

5.4 **Additional Information.** You should carefully review the description of any Host Space or Host Service you intend to book to ensure you (and any additional guests you are booking for) meet any minimum age, proficiency, fitness, or other requirements that the Host has specified in the Listing. At your sole discretion you may want to inform the Host of any medical or physical conditions, or other circumstances that may impact your and any additional guest's access or use of the Host Space or Host Service. During your access and use of any Host Space or Host Service you will, and will ensure that each of your guests will, at all times adhere to the applicable Hosts' instructions. You may not permit or enable any Person to access or use a Host Space or Host Service unless and only to the extent such Person was included by you as an additional guest during the Booking process on the Platform.

5.5 **Booking Modifications.** You may request a Booking Modification at any time by providing Just Boardrooms with written request of such Booking Modification via email to info@justboardrooms.com or via the [Contact Us](#) page of the Platform. You acknowledge and agree that a Booking Modification will not be effective unless and until you receive a confirmation email from Just Boardrooms in respect of such Booking Modification. If you do not receive such confirmation email, contact Just Boardrooms via email to info@justboardrooms.com or via the [Contact Us](#) page of the Platform. You acknowledge and agree that:

- (1) any and all Booking Modifications are subject to the consent of the Applicable Host; and
- (2) as between the Parties, you are solely responsible and liable for any and all Booking Modifications and any and all related Charges and associated Taxes.

5.6 **Member Cancellations.** You acknowledge and agree that:

- (1) you may cancel a Booking at any time by providing Just Boardrooms with a written notice of such cancellation via email to info@justboardrooms.com or via the [Contact Us](#) page of the Platform (a “**Member Cancellation**”);
- (2) a Member Cancellation will not be effective unless and until you receive a confirmation email from Just Boardrooms in respect of such Member Cancellation, and if you do not receive such confirmation email, you must contact Just Boardrooms via email to info@justboardrooms.com or via the [Contact Us](#) page of the Platform;
- (3) you may make a Member Cancellation without charge by providing Just Boardrooms with written notice of such Member Cancellation at least five (5) days’ in advance of the date on which the Booking commences, in which case you will be entitled to a refund of the Host Listing Fee in respect of such Booking;
- (4) in respect of a Member Cancellation made with notice of such Member Cancellation provided to Just Boardrooms less than five (5) days and more than forty-eight (48) hours in advance of the date on which the Booking commences, Just Boardrooms will refund to you an amount equal to fifty percent (50%) of the Host Listing Fee actually paid by you in respect of such Booking;
- (5) in respect of a Member Cancellation made with notice of such Member Cancellation provided to Just Boardrooms less than forty-eight (48) hours in advance of the date on which the Booking commences, you will not be entitled to a refund of any portion of the Host Listing Fee paid by you in respect of such Booking;
- (6) you may be liable to pay additional Charges and associated Taxes applicable to such Member Cancellations;
- (7) in some instances, Just Boardrooms may allow you to apply the refund in respect of a Booking Cancellation to a subsequent Booking, in which case Just Boardrooms will credit the amount of such refund against your next Booking; and

(8) Just Boardrooms may publish an automated review in respect of any Member Cancellation on the applicable Listing or elsewhere on the Platform indicating that a Booking was cancelled by you.

5.7 **Host Cancellations.** A Host may cancel a Booking at any time by providing you with at least forty-eight (48) hours' prior written notice of such cancellation (a "**Host Cancellation**"). In the event of a Host Cancellation, Just Boardrooms will refund any Fees actually paid by you in respect of the Booking. In some instances, Just Boardrooms may allow you to apply the refund in respect of a Booking Cancellation to a subsequent Booking, in which case Just Boardrooms will credit the amount of such refund against your next Booking.

5.8 **Just Boardrooms Cancellations.** Just Boardrooms may cancel a Booking at any time and for any reason whatsoever, including where Just Boardrooms determines, in its sole discretion, that such cancellation is necessary or desirable to avoid significant harm to Just Boardrooms, other Users, any other Person, or any property, by providing you with written notice of such cancellation (a "**Just Boardrooms Cancellation**"). In the event of a Just Boardrooms Cancellation without reason or for convenience, Just Boardrooms will refund any Fees actually paid by you in respect of the Booking. In some instances, Just Boardrooms may allow you to apply the refund in respect of a Booking Cancellation to a subsequent Booking, in which case Just Boardrooms will credit the amount of such refund against your next Booking.

ARTICLE 6 – PAYMENT TERMS

6.1 **Fees and Charges.** The Fees are as set out on the Platform. Just Boardrooms will have the right, in its sole discretion, to determine the Fees. You agree to pay Just Boardrooms the Fees in accordance with the terms and conditions of this Agreement. You agree to pay Just Boardrooms and/or the applicable third party any and all Charges in accordance with the terms and conditions of this Agreement or the applicable agreement, document, or instrument governing such Charges, as applicable. You acknowledge and agree that, other than and only to the extent otherwise expressly provided in this Agreement with respect to refunds for Booking Cancellations, the Fees for Bookings are payable by you regardless of how long you actually access and use the applicable Host Space or Host Service.

6.2 **Fee Changes.** Just Boardrooms reserves the right to change the Fees and Charges at any time and from time to time. You should review the Platform and this Agreement regularly for any such Fee changes. Fee changes will not affect any Bookings made prior to the effective date thereof. You agree that all Fees, Charges, and other amounts payable pursuant to this Agreement are non-refundable, except and only to the extent otherwise provided in this Agreement with respect to Booking Cancellations.

6.3 **Payment Authorization.** You authorize Just Boardrooms and our agents, Third Party Service Providers, and Hosts to charge your Payment Method the Fees, Charges, and associated Taxes. You hereby agree that you will not charge back, annul, or void any payment transactions for Fees, Charges, and associated Taxes, except as and only to the extent permitted by Applicable Law.

6.4 **Payment Terms.** Upon the purchase of any Services (including registering for a Member Account, creating a Member Profile, making any Bookings, or engaging in any other transactions contemplated by this Agreement or the Platform), we will invoice you and either we or a Third Party Payment

Processor will charge your Payment Method. Unless and only to the extent otherwise expressly provided in this Agreement, we will invoice and charge your Payment Method in advance of you receiving any Services, upon confirmation of any Bookings, or in advance of accessing or using any Host Space or Host Service. Invoiced amounts are due immediately upon the time and date of the invoice. Once the payment transaction for Fees is successfully completed, you will receive a confirmation email. If Just Boardrooms is unable to collect from your designated Payment Method, you agree that Just Boardrooms may charge any other Payment Method on file in your Member Account or otherwise collect payment from you and pursue any rights or remedies available to Just Boardrooms.

- 6.5 **Security Deposits.** We may require that you provide a Security Deposit in order to make a Booking or in advance of receiving any Services or Host Services or any other transaction contemplated by this Agreement or the Platform. The Security Deposit will be fully refunded to your Payment Method within forty-eight (48) hours of the completion of your access and use of the Booking, provided that there are no Claims or Losses in connection therewith. If you are required or agree to pay a Host for, or Just Boardrooms determines that you are responsible for, any Claim or Loss in connection with a Booking or Host Space (including any personal or other property located at a Host Space) or Host Service, you authorize Just Boardrooms to charge your Payment Method in order to collect an amount equal to:
- (1) if there are any Security Deposits in connection with such Booking or Host Space or Host Service, all such Security Deposits plus any balance remaining of such Claim or Loss exceeding any such Security Deposits; or
 - (2) if there is no Security Deposit in connection with such Booking or Host Space or Host Service, the full amount of such Claim or Loss.
- 6.6 **Interest on Late Payments.** Where you fail to pay any Fees or other amounts pursuant to and in accordance with the terms and conditions of this Agreement, Just Boardrooms will have the right, in addition to any other rights or remedies available to it, to charge, and you will pay, interest on such overdue amounts at the rate of the lesser of:
- (1) one and one half percent (1.5%) per month calculated daily and compounded monthly from the date of the invoice; and
 - (2) the maximum rate of interest permitted by Applicable Law.
- 6.7 **Taxes.** The Fees are exclusive of Taxes. In addition to the Fees and Charges and any other amounts payable pursuant to this Agreement or the Platform, you agree to pay any and all associated Taxes. Any failure to collect monies on account of such Taxes will not constitute a waiver of the right to do so.
- 6.8 **Refunds.** Any refunds or credits due to you pursuant to this Agreement will be initiated and remitted by Just Boardrooms in accordance with the terms and conditions of this Agreement. The timing to receive any refund will vary based on your Payment Method and any applicable payment system rules.
- 6.9 **Delinquent Amounts and Charge Backs.** In addition to any Fees or other amounts payable pursuant to this Agreement, if there are delinquent amounts or charge backs associated with your Payment Method, you may be charged additional Fees and/or Charges that are incidental to the collection of

these delinquent amounts and charge backs. Such Fees and Charges may include collection fees, convenience fees, or other third-party charges. Charge backs may be assessed an administrative fee of \$100.00 or such higher amount as may be reasonably required to compensate us for our costs and expenses associated with such charge back.

- 6.10 **Right of Set-Off.** Just Boardrooms will have the right to withhold any amounts due and owing to you pursuant to this Agreement or otherwise as a set off of any obligations that are owing by you to Just Boardrooms or any other Claims in connection with this Agreement. If Just Boardrooms, in its sole discretion, believes that it is obligated to obtain tax information from you and you do not provide this information to Just Boardrooms after request is made, Just Boardrooms may withhold payment of any and all amounts owing to you until you provide this information or otherwise satisfy us that you are not a Person from whom Just Boardrooms is required to obtain such tax information.
- 6.11 **Fraudulent Transactions.** You acknowledge and agree that Just Boardrooms will not be responsible for any fraudulent transactions between you and any other User. Without limiting the generality of the foregoing, Just Boardrooms reserves the right, but is under no obligation whatsoever, to investigate any transactions or Host Listings that we have reason to believe are or may be fraudulent or otherwise illegal and to suspend or refuse to process such transactions. We also reserve the right to work with the authorities in the applicable jurisdictions with respect to any actual or suspected fraudulent or illegal transactions. If you challenge a transaction or payment, you agree to provide Just Boardrooms with any and all assistance reasonably required by us in order to comply with Applicable Law and the rules and policies of any financial institution or other Person affected by such transaction or payment.
- 6.12 **Currency Conversion.** The currencies available to make and receive payments for any given transaction pursuant to this Agreement or in association with the Platform may be limited for regulatory or operational reasons, including based on your selected Payment Method, your country of residence, or Third Party Service Providers, including Third Party Payment Processors. Any such limitations will be communicated to you by way of the Platform and you will be prompted to select a different currency or Payment Method. In addition, Third Party Payment Processors may impose transaction, currency conversion, or other fees based on the currency or Payment Method you select to make or receive payments.
- 6.13 **Payment Processing Errors.** We will take steps to rectify any payment processing errors of which we become aware. These steps may include crediting or debiting, as applicable, your Payment Method so that you end up receiving or paying the correct amount. This may be performed by Just Boardrooms or a Third Party Payment Processor or another Person, including your financial institution.
- 6.14 **Invoice Enquiries and Disputes.** You agree that you will provide us with notice of any and all invoice enquiries and disputes within sixty (60) days of the invoice date and, with such notice, provide any supporting documentation. After that time, you will be deemed to have agreed to the contents of the invoice and, to the maximum extent permitted by Applicable Law, you will have no right to challenge or dispute such invoice (in whole or in part). You agree to pay the undisputed portion of any and all invoices in accordance with this Agreement.

- 6.15 **Non-Availability of Payment Services.** Just Boardrooms may temporarily restrict the availability of the payment services with respect to the Platform, or certain services or features thereof, to carry out maintenance measures that ensure the proper or improved functioning of such payment services. Just Boardrooms may improve, enhance, and modify such payment services and introduce new payment services from time to time. Just Boardrooms will provide notice to you of any changes to the payment services, unless such changes do not materially increase your contractual obligations or decrease your rights under this Agreement.
- 6.16 **Third Party Payment Processors.** You acknowledge and agree that your Payment Method may involve the use of Third Party Payment Processors that may charge you additional fees when processing payments and refunds in connection with the Platform (including deducting charges from the payment amount). Your Payment Method may be subject to additional terms and conditions imposed by such Third Party Payment Processors. Please review these terms and conditions before using your Payment Method. The payment services with respect to the Platform may contain links to Third Party Payment Processor websites or resources. Your access to or use of certain payment services, including the services of Third Party Payment Processors, may be subject to, or require you to accept, additional terms and conditions. You should review these terms and conditions carefully. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions applicable for a specific payment service, including of a contract with a Third Party Payment Processor, the latter terms and conditions will take precedence with respect to your use of or access to that payment service, unless otherwise specified in such terms and conditions.

ARTICLE 7 – OWNERSHIP

- 7.1 **Just Boardrooms Property.** Notwithstanding any other provision of this Agreement, you acknowledge and agree that:
- (1) Just Boardrooms Property constitutes Intellectual Property of substantial value to Just Boardrooms, its affiliates, and other Persons, and their respective licensors;
 - (2) all Just Boardrooms Property is protected by copyright and owned by, or licensed to, Just Boardrooms and contains proprietary information and material owned by Just Boardrooms, its affiliates, and other Persons, and their respective licensors, who in each case reserve all their rights in law and equity, and is protected by Applicable Law, including copyright law;
 - (3) as between the Parties, Just Boardrooms owns all right, title, and interest in and to the Just Boardrooms Property and you will not acquire any right, title, or interest in or to any Just Boardrooms Property unless and only to the extent otherwise expressly granted in writing by Just Boardrooms;
 - (4) by accessing or using the Platform, any other Just Boardrooms Property, or any Host Space or Host Service (in whole or in part) or by displaying, saving, downloading, or printing a copy of any Content (in whole or in part), you do not acquire any other right or licence to any of the foregoing (other than the Licence);

- (5) other trademarks, service marks, graphics, and logos used in connection with the Platform or any other Just Boardrooms Property are the trademarks of their respective owners and you are not granted any right or licence with respect to any of the foregoing trademarks or any use thereof; and
- (6) the use of any Just Boardrooms Property or any of the other foregoing property (in whole or in part), except as expressly permitted pursuant to this Agreement, is strictly prohibited and infringes on the intellectual property rights of Just Boardrooms and others and may subject you to civil and criminal penalties, including monetary damages, for copyright infringement.

7.2 **Safeguarding of Just Boardrooms Property.** You agree that you will, and will ensure that each of your Representatives will:

- (1) not alter, deface, remove, cover-up, or mutilate in any manner whatsoever any trade-mark, copyright or other proprietary notice that Just Boardrooms or any other Person may affix to any Just Boardrooms Property;
- (2) not bid on or register search engine keywords, Google Ad Words, search terms or other identifying terms or domain names that include any Just Boardrooms Marks (in whole or in part) or any variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service;
- (3) not obtain access to any Just Boardrooms Property otherwise than in accordance with this Agreement, and if such access is inadvertently obtained, to forthwith inform Just Boardrooms of such fact and dispose of such Just Boardrooms Property in accordance with Just Boardrooms' instructions; and
- (4) honour and promptly comply with any and all reasonable written requests made by Just Boardrooms to provide assistance in protecting, at Just Boardrooms' expense, the rights of Just Boardrooms and other Persons in and to the Just Boardrooms Property at common law, under federal copyright law and under other federal, state or provincial law or under any international convention and/or treaty (as the case may be).

7.3 **Changes and Limitations on Access.** Notwithstanding any other provision of this Agreement, Just Boardrooms and its affiliates and their respective licensors reserve the right to change, suspend, remove, or disable access to the Platform or any other Just Boardrooms Property at any time without notice to you. You acknowledge and agree that, in no event will Just Boardrooms be liable for making any such changes, suspensions, removals, or disabled access. Just Boardrooms may also impose limits on the use of or access to certain features or portions of the Platform or any other Just Boardrooms Property without notice to you or any liability.

7.4 **Waiver of Moral Rights.** You hereby, and will ensure that each of your Representatives will, irrevocably and unconditionally waive any and all moral rights arising under Applicable Law, including the *Copyright Act* (Canada) or any similar legislation in any applicable jurisdiction or at common law, that you or any of your Representatives may have now or in the future with respect to Your Content, including any rights you or any of your Representatives may have to have your or their name

associated with Your Content or to have your or their name not associated with Your Content, any rights you or any of your Representatives may have to prevent the alteration, translation, or destruction of Your Content, and any rights you or any of your Representatives may have to control the use of Your Content in association with any product, service, cause, or institution. You agree that this waiver may be invoked by Just Boardrooms or any of its affiliates or any of their respective successors, assignees, designees, or nominees in respect of any or all of Your Content.

- 7.5 **Feedback.** We welcome and encourage you to provide Feedback. You may submit Feedback by contacting us via email to info@justboardrooms.com or via the [Contact Us](#) page of the Platform or by any other means of communication. Any and all Feedback you submit to us will be considered and deemed non-confidential and non-proprietary to you. By submitting Feedback to us, you automatically grant Just Boardrooms a non-exclusive, royalty-free, irrevocable, sub-licensable, perpetual, worldwide right and licence to use, copy, modify, display, and publish such Feedback for any purpose, without notice or compensation to you or approval by you, whether in whole or in part and in any format or medium currently known or developed in the future. You acknowledge and agree that Just Boardrooms may assign, transfer, or sub-licence the above licence to any Person, including its affiliates and successors, without notice or compensation to you or approval by you.
- 7.6 **Permission.** To seek permission in respect of any activity involving Just Boardrooms Property that is not expressly permitted pursuant to this Agreement, please contact us via email to info@justboardrooms.com or via the [Contact Us](#) page of the Platform.

ARTICLE 8 – REPRESENTATIONS AND WARRANTIES

- 8.1 **Representations and Warranties.** By registering for a Member Account, agreeing to the terms and conditions of this Agreement, or accessing or using the Platform (or any portion thereof), you hereby represent, warrant, and covenant that:
- (1) you are at least 18 years of age;
 - (2) you are duly authorized and have the right, authority, and capacity to accept, agree to, and enter into this Agreement for and on behalf of yourself and the Person you represent and to act on behalf of and bind both you and the Person you represent;
 - (3) any and all of the information you provide us, including the information you provide us when registering for your Member Account, creating your Member Profile, and providing your Payment Method is your own personal information or the information of the Person you represent, as applicable, and is and will remain valid, accurate, current, and complete at all times;
 - (4) any and all information you provide to us, including any and all of Your Content, is owned by you, and you have the absolute right and authority to provide all such information, including Your Content, to us, including for the purposes set out in this Agreement;
 - (5) none of the information you provide to us, including Your Content, will infringe the Intellectual Property rights of any Person and all contributions by you to such information are original and

no parts thereof or their use or distribution will violate any Person's copyright, patent, or other Intellectual Property rights;

- (6) you will correct, update, and amend any and all information you provide to us promptly upon any change to such information to ensure that such information is at all times, valid, accurate, current, and complete;
- (7) you and each of your Representatives will at all times comply with all of the terms and conditions of this Agreement;
- (8) the Person you represent is validly subsisting in accordance with the laws of the jurisdiction of its formation and it has the right, power, authority, and ability to enter into this Agreement and to fulfill its obligations hereunder;
- (9) you and each of your Representatives will give the required notices and comply with the laws, ordinances, rules, regulations, codes, and orders of the authorities having jurisdiction which are or become in force during the performance of your obligations pursuant to this Agreement and which relate to your obligations pursuant to this Agreement;
- (10) if the Person you represent is a corporation, neither the entering into of this Agreement nor the performance by it of any of its obligations pursuant to this Agreement will contravene, breach or result in any default under its articles of incorporation or by-laws;
- (11) neither the entering into of this Agreement nor the performance by you of any of your obligations pursuant to this Agreement will contravene, breach or result in any default under any mortgage, lease, agreement, licence, permit, statute, regulation, order, judgment, decree, or law to which you are a party or by which you may be bound;
- (12) this Agreement has been duly authorized and entered into by you for and on behalf of yourself and the Person you represent, and is a legal, valid and binding obligation of you and the Person you represent enforceable against you and the Person you represent and the successors and permitted assigns of you and the Person you represent in accordance with the terms hereof, except as that enforcement may be limited by bankruptcy, insolvency and other similar laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;
- (13) each of you and your Representatives is and will at all times throughout the Term remain in compliance with Applicable Law; and
- (14) all of the representations and warranties set out in this Agreement will continue to be true and correct throughout the Term.

ARTICLE 9 – EXCLUSION OF WARRANTIES AND DISCLAIMERS

9.1 **EXCLUSION OF WARRANTIES.** YOU ACKNOWLEDGE AND AGREE THAT, UNLESS AND ONLY TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THERE ARE NO REPRESENTATIONS,

WARRANTIES, AND CONDITIONS OF ANY KIND WHATSOEVER (WHETHER EXPRESS, IMPLIED, OR COLLATERAL) IN RELATION TO THE PLATFORM OR ANY OTHER JUST BOARDROOMS PROPERTY OR ANY HOST LISTING, HOST SPACE, OR HOST SERVICE, INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND RELATED RIGHTS, OR THAT ANY OF THE FOREGOING WILL MEET ANY PERSON'S NEEDS OR WILL BE AVAILABLE FOR USE AT ANY PARTICULAR TIME OR WILL BE UNINTERRUPTED OR ERROR-FREE.

9.2 **GENERAL DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT:

- (1) IF YOU CHOOSE TO USE THE PLATFORM, CONTENT, HOST LISTINGS, HOST SPACES, AND HOST SERVICES (OR ANY PORTION THEREOF), YOU DO SO VOLUNTARILY AND AT YOUR OWN RISK;
- (2) THE PLATFORM AND ANY AND ALL CONTENT, INCLUDING HOST LISTINGS AND INFORMATION REGARDING HOST SPACES AND HOST SERVICES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND WHATSOEVER;
- (3) ACCESS TO, AND USE OF, THE PLATFORM OR ANY CONTENT OR ANY HOST SPACE OR HOST SERVICE IS ENTIRELY AT YOUR OWN RISK AND LIABILITY;
- (4) JUST BOARDROOMS WILL NOT BE RESPONSIBLE FOR AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO THE PLATFORM, CONTENT, HOST SPACES, AND HOST SERVICES AND ANY AND ALL ERRORS, OMISSIONS, OR INACCURACIES IN ANY OF THE FOREGOING;
- (5) JUST BOARDROOMS DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT THE PLATFORM OR ANY CONTENT IS OR WILL BE COMPATIBLE WITH YOUR COMPUTER SYSTEMS, ERROR FREE, OR FREE OF VIRUSES;
- (6) JUST BOARDROOMS WILL NOT BE RESPONSIBLE FOR, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR, AND YOU ARE SOLELY RESPONSIBLE FOR, ANY AND ALL VIRUSES, IMPLEMENTING APPROPRIATE SAFEGUARDS TO PROTECT THE SECURITY AND INTEGRITY OF YOUR COMPUTER SYSTEMS, AND THE ENTIRE COST OF ANY SERVICES, REPAIRS, OR CONNECTIONS OF AND TO YOUR COMPUTER SYSTEMS THAT MAY BE NECESSARY AS A RESULT OF YOUR USE OF THE PLATFORM OR ANY CONTENT; AND
- (7) JUST BOARDROOMS WILL NOT BE RESPONSIBLE FOR AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY PROBLEM OR TECHNICAL MALFUNCTION OF ANY NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS, PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, OR FAILURE OF ANY EMAIL OR ANY OTHER COMMUNICATION BETWEEN YOU AND JUST BOARDROOMS OR BETWEEN YOU AND ANY OTHER USER ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ONLINE OR ON THE INTERNET OR THE PLATFORM OR ANY WEBSITE, OR ANY COMBINATION THEREOF OR ANY INJURY OR DAMAGE TO ANY PERSON'S COMPUTER OR

SYSTEMS RELATED TO OR RESULTING FROM DOWNLOADING OR STREAMING ANY MATERIALS IN CONNECTION WITH THIS AGREEMENT OR THE PLATFORM.

9.3 **INFORMATION DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT:

- (1) THE CONTENT AND ANY AND ALL OTHER INFORMATION ACCESSIBLE BY WAY OF THE PLATFORM, INCLUDING ANY PERSONAL INFORMATION, USER INFORMATION, FEES, CHARGES, AND RATES, OR ANY INFORMATION MADE AVAILABLE BY ANY PERSON, IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY;
- (2) THE CONTENT AND ANY AND ALL OTHER INFORMATION ACCESSIBLE BY WAY OF THE PLATFORM SHOULD NOT BE RELIED UPON AS VALID, ACCURATE, RELIABLE, COMPLETE, CURRENT, TIMELY, OR FIT FOR ANY PARTICULAR PURPOSE;
- (3) TO THE EXTENT THAT THE CONTENT OR ANY OTHER INFORMATION ACCESSIBLE BY WAY OF THE PLATFORM IS CURRENT AS OF THE DATE OF FIRST PUBLICATION, IT MAY NO LONGER BE ACCURATE AS A RESULT OF THE PASSAGE OF TIME;
- (4) JUST BOARDROOMS UNDERTAKES NO RESPONSIBILITY FOR INVESTIGATING OR VERIFYING THE VALIDITY, ACCURACY, CURRENCY, OR COMPLETENESS OF THE CONTENT AND ANY AND ALL OTHER INFORMATION ACCESSIBLE BY WAY OF THE PLATFORM OR THE ACTS, OMISSIONS, IDENTITY, OR CREDITWORTHINESS OF ANY PERSON;
- (5) JUST BOARDROOMS DOES NOT SCREEN IN ADVANCE ANY CONTENT OR ANY OTHER INFORMATION ACCESSIBLE BY WAY OF THE PLATFORM; AND
- (6) ANY USE BY JUST BOARDROOMS OF ANY CONTENT, YOUR CONTENT, OR OTHER INFORMATION ACCESSIBLE BY WAY OF THE PLATFORM DOES NOT CREATE ANY EXPRESS OR IMPLIED APPROVAL BY JUST BOARDROOMS OF SUCH USER CONTENT OR INFORMATION, NOR DOES IT INDICATE THAT SUCH USER CONTENT OR INFORMATION COMPLIES WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT OR APPLICABLE LAW.

9.4 **HOST SPACE DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT:

- (1) HOST SPACES MAY BE LOCATED IN BUILDINGS THAT ARE NOT OWNED OR MANAGED BY THE APPLICABLE HOST OR JUST BOARDROOMS;
- (2) JUST BOARDROOMS HAS NO CONTROL OVER, DOES NOT GUARANTEE, WILL NOT BE RESPONSIBLE FOR, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL HOST LISTINGS, HOST SPACES, AND HOST SERVICES (OR ANY PORTION THEREOF), INCLUDING THE VALIDITY, ACCURACY, CURRENCY, COMPLETENESS, QUALITY, SAFETY, SUITABILITY, OR LEGALITY THEREOF;
- (3) HOST SPACES AND HOST SERVICES MAY CARRY INHERENT RISK (INCLUDING RISK OF ILLNESS, BODILY INJURY, DISABILITY, OR DEATH) AND BY ACCESSING AND USING ANY OF THEM, YOU

FREELY, WILLFULLY, VOLUNTARILY, UNEQUIVOCALLY, AND UNCONDITIONALLY CHOOSE TO ASSUME THOSE RISKS; AND

- (4) IF YOU BRING A MINOR AS AN ADDITIONAL GUEST, YOU ARE AT ALL TIMES SOLELY RESPONSIBLE FOR AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW JUST BOARDROOMS EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR THE SUPERVISION OF THAT MINOR.

9.5 **USER DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT JUST BOARDROOMS HAS NO CONTROL OVER, DOES NOT ENDORSE OR GUARANTEE, WILL NOT BE RESPONSIBLE FOR, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL USERS. ANY REFERENCES TO A USER BEING “VERIFIED” (OR SIMILAR LANGUAGE) ONLY INDICATES THAT SUCH USER HAS COMPLETED A RELEVANT VERIFICATION OR IDENTIFICATION PROCESS AND NOTHING ELSE. ANY SUCH DESCRIPTION IS NOT AN ENDORSEMENT, CERTIFICATION, OR GUARANTEE BY JUST BOARDROOMS ABOUT ANY USER, INCLUDING OF THE USER’S IDENTITY OR BACKGROUND OR WHETHER THE USER IS TRUSTWORTHY, SAFE, OR SUITABLE. YOU SHOULD ALWAYS EXERCISE DUE DILIGENCE AND CARE WHEN DECIDING WHETHER TO MAKE A BOOKING OR ACCESS OR USE A HOST SPACE OR HOST SERVICE OR COMMUNICATE OR INTERACT WITH OTHER USERS, WHETHER ONLINE OR IN PERSON. ANY IMAGES IN CONNECTION WITH A USER, HOST LISTING, HOST SPACE, OR HOST SERVICE ARE INTENDED ONLY TO INDICATE A PHOTOGRAPHIC REPRESENTATION THEREOF AT THE TIME THE PHOTOGRAPH WAS TAKEN AND ARE NOT AN ENDORSEMENT BY JUST BOARDROOMS THEREOF. IF WE CHOOSE TO CONDUCT IDENTITY VERIFICATION OR BACKGROUND CHECKS ON ANY USER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT SUCH VERIFICATION OR BACKGROUND CHECKS WILL IDENTIFY PRIOR MISCONDUCT BY A USER OR GUARANTEE THAT A USER WILL NOT ENGAGE IN MISCONDUCT.

9.6 **MEMBER DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, JUST BOARDROOMS WILL NOT BE LIABLE FOR AND ASSUMES NO RESPONSIBILITY FOR ANY LOSSES ARISING FROM OR IN CONNECTION WITH:

- (1) FAILURE OF JUST BOARDROOMS TO MEET ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT AS A DIRECT OR INDIRECT RESULT OF YOUR FAILING TO PROVIDE IN A TIMELY MANNER ANY INFORMATION OR ASSISTANCE TO JUST BOARDROOMS AS REQUIRED OR THAT JUST BOARDROOMS REASONABLY REQUESTS; OR
- (2) CLAIMS RELATED OR ARISING FROM YOUR FAILURE TO COMPLY WITH ANY OF YOUR REPRESENTATIONS, WARRANTIES, OR COVENANTS PURSUANT TO THIS AGREEMENT OR ANY HOST CONTRACT.

9.7 **THIRD PARTY DISCLAIMER.** THE PLATFORM MAY CONTAIN LINKS TO THIRD PARTIES, INCLUDING THIRD PARTY SERVICE PROVIDERS, OR THIRD PARTY SERVICES. THIRD PARTY SERVICES MAY BE SUBJECT TO DIFFERENT TERMS AND CONDITIONS AND PRIVACY PRACTICES. LINKS TO ANY THIRD PARTIES, INCLUDING THIRD PARTY SERVICE PROVIDERS, OR THIRD PARTY SERVICES ARE NOT AN ENDORSEMENT BY JUST BOARDROOMS THEREOF. YOU ACKNOWLEDGE AND AGREE THAT JUST BOARDROOMS IS NOT

RESPONSIBLE FOR AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR THIRD PARTIES, INCLUDING THIRD PARTY SERVICE PROVIDERS, AND THIRD PARTY SERVICES INCLUDING THE AVAILABILITY, SUFFICIENCY, OR ACCURACY THEREOF OR ANY FEES OR CHARGES CHARGED BY SUCH THIRD PARTIES.

- 9.8 **THIRD PARTY PAYMENT PROCESSORS DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, JUST BOARDROOMS WILL NOT BE LIABLE FOR AND ASSUMES NO RESPONSIBILITY FOR ANY LOSSES ARISING FROM OR IN CONNECTION WITH ANY ERRORS OR OMISSIONS WITH RESPECT TO PAYMENTS PROCESSED BY THIRD PARTY PAYMENT PROCESSORS OR ANY FEES OR CHARGES (INCLUDING TRANSACTION FEES, ADMINISTRATIVE FEES, AND CURRENCY CONVERSION FEES) IMPOSED BY THIRD PARTY PAYMENT PROCESSORS OR YOUR THIRD PARTY PAYMENT SERVICE PROVIDER OR FINANCIAL INSTITUTION, INCLUDING BASED ON YOUR PAYMENT METHOD OR THE CURRENCY OR PAYMENT CHOICES YOU SELECT TO MAKE OR RECEIVE PAYMENTS.
- 9.9 **INTERNET AND TECHNOLOGY DISCLAIMER.** DUE TO THE NATURE OF THE INTERNET, JUST BOARDROOMS CANNOT GUARANTEE THE CONTINUOUS AND UNINTERRUPTED AVAILABILITY AND ACCESSIBILITY OF THE PLATFORM. YOU ACKNOWLEDGE AND AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, JUST BOARDROOMS WILL NOT BE LIABLE FOR AND ASSUMES NO RESPONSIBILITY FOR ANY LOSSES ARISING FROM OR IN CONNECTION WITH:
- (1) LIMITED ACCESS OR INABILITY TO ACCESS THE PLATFORM, ANY WEBSITE, OR ANY APPLICATION DATABASE AS A RESULT OF THE INTERNET, YOUR WEB SERVICES, THE WEB SERVICES OF ANY OTHER PERSON, OR ANY OTHER SHARED NETWORK OR IN THE EVENT YOU DOWNLOAD THE INCORRECT APPLICATION FOR YOUR MOBILE DEVICE;
 - (2) THIRD PARTY SOFTWARE, SERVICES OR PRODUCTS, INCLUDING IMPLEMENTATION OR CONFIGURATION OF APPROPRIATE SECURITY MEASURES RELATING THERETO, NOT DEVELOPED OR PROVIDED BY JUST BOARDROOMS;
 - (3) ANY ACCESS OR INABILITY TO ACCESS ANY OTHER SERVICE, SERVICE PROVIDER, NETWORK, INFORMATION, USER, OR COMPUTING RESOURCE AVAILABLE ON OR THROUGH THE INTERNET;
OR
 - (4) UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT, LOSS, CORRUPTION, OR DESTRUCTION OF INFORMATION OR DATA AS A RESULT OF INFORMATION OR DATA BEING TRANSMITTED BY WAY OF THE INTERNET.
- 9.10 **TRANSLATION DISCLAIMER.** TO ASSIST USERS WHO SPEAK DIFFERENT LANGUAGES, CERTAIN CONTENT MAY BE TRANSLATED, IN WHOLE OR IN PART, INTO OTHER LANGUAGES. YOU ACKNOWLEDGE AND AGREE THAT JUST BOARDROOMS DOES NOT ENDORSE OR GUARANTEE THE ACCURACY OR QUALITY OF, WILL NOT BE RESPONSIBLE FOR, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL SUCH TRANSLATIONS AND YOU ARE RESPONSIBLE FOR REVIEWING AND VERIFYING THE ACCURACY OF SUCH TRANSLATIONS.

9.11 **Application of Disclaimers.** The foregoing disclaimers apply to the maximum extent permitted by Applicable Law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by Applicable Law.

ARTICLE 10 –REVIEWS AND RATINGS

10.1 **User Ratings and Reviews.** Users can post public reviews and submit star ratings about each other, the Platform, Host Spaces, and Host Services. You acknowledge and agree that:

- (1) reviews and ratings in respect of you will be displayed in your Member Profile and may also be displayed or found elsewhere on the Platform (including the Host Listing page) together with other relevant information, including number of Bookings, number of Booking Cancellations, average response time, and other information;
- (2) reviews and ratings are an important way for Users to vet one another and for the operation of the Platform and from time to time you may receive unfavourable reviews or ratings;
- (3) any and all reviews and ratings by Users reflect the opinions of such Users and do not reflect the opinion of Just Boardrooms;
- (4) reviews and ratings are not verified by Just Boardrooms for validity, accuracy, currency, or completeness and may be incorrect or misleading; and
- (5) if any User rates you or your usage of the Platform, Host Space, or Host Service as being below a threshold acceptable to Just Boardrooms, Just Boardrooms may, in its sole discretion, restrict or terminate your access to the Platform or any Host Space or Host Service.

If you would like to make a complaint about a User review or rating about you, you can do so by contacting us via email to info@justboardrooms.com or via the [Contact Us](#) page of the Platform. Just Boardrooms will review your complaint, but you acknowledge and agree that we will have no obligation whatsoever for removing, revising, editing, or otherwise handling any review or rating, unless we determine, in our sole discretion, that it is offensive, harassing, inappropriate, or obscene or otherwise violates the terms and conditions of this Agreement or Applicable Law.

10.2 **Your Reviews and Ratings.** You may be required to review or rate certain aspects of or your access and use of or your overall experience with the Platform, Host Spaces, or Host Services, which will be prompted through the Platform. If you do not participate in such reviews and ratings when requested, Just Boardrooms reserves the right to restrict or terminate your access to the Platform, Content, Host Spaces, or Host Services (in whole or in part). Any and all reviews and ratings by you must be accurate and may not contain any offensive or defamatory language or otherwise violate the terms and conditions of this Agreement, any Host Contract, or Applicable Law. Your reviews and ratings are part of your Member Account and Member Profile and may also be displayed or found elsewhere on the Platform (including Host Listing pages) together with other relevant information, including number of Bookings, number of Booking Cancellations, average response time, and other information. You agree that you will not manipulate the reviews and ratings system of the Platform in any manner whatsoever,

including by instructing any Person to write or post a positive or negative review or rating about another User.

ARTICLE 11 – INDEMNITY

11.1 **Indemnity.** To the maximum extent permitted by Applicable Law, you agree to release, indemnify, defend (at Just Boardrooms' option), and hold Just Boardrooms and its affiliates and their respective Representatives harmless from and against any and all Claims and Losses (including with respect to the enforcement of any legal rights or remedies) that may be suffered or incurred by any of them arising out of or as a result of or relating in any manner whatsoever to:

- (1) any Event of Default;
- (2) Your Content or any other information provided to Just Boardrooms by you or any of your Representatives, including in connection with your Member Account, Member Profile, and Payment Method;
- (3) any use of your Member Account credentials, including identification codes or passwords, regardless of whether such use is authorized by you;
- (4) any payment (including with respect to Fees or Charges) requested, accepted, or made outside of the Platform or otherwise not in accordance with the terms and conditions of this Agreement;
- (5) any interaction with any User or access or use of any Host Space or Host Service by you or any of your Representatives;
- (6) the acts or omissions of you or any of your Representatives or any Person whom you invite to or otherwise provide access to or use of any Host Space or Host Service, other than the applicable Host (and any individuals the Host invites to the Host Space);
- (7) any loss of, damage to, or destruction of Just Boardrooms Property or the property of any other Person (including Host Space and any related personal or other property) to the extent caused by you or any Person you represent or any of your or their Representatives;
- (8) any Taxes;
- (9) personal injury (including death), loss, or harm to any Person in connection with the Platform, Content, Bookings, any Host Space, any Host Service, or any transactions in connection therewith to the extent (a) caused by you or any of your Representatives or (b) personal injury (including death), loss, or harm is to any individual who is a minor in your custody or control; and/or
- (10) your negligence or criminal, willful, or intentional misconduct or the negligence or criminal, willful, or intentional misconduct of any of your Representatives.

ARTICLE 12 – LIMITATION OF LIABILITY

- 12.1 **ACKNOWLEDGEMENT OF RISK.** YOU ACKNOWLEDGE AND AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE PLATFORM OR CONTENT, YOUR ACCESS AND USE OF ANY HOST SPACE OR HOST SERVICE, OR ANY OTHER INTERACTION YOU HAVE WITH OTHER USERS WHETHER IN PERSON OR ONLINE IS AND WILL AT ALL TIMES REMAIN WITH YOU.
- 12.2 **LIMITATION OF LIABILITY.** YOU ACKNOWLEDGE AND AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL JUST BOARDROOMS OR ANY OF ITS AFFILIATES OR ANY HOST OR THIRD PARTY SERVICE PROVIDER OR ANY OF THEIR RESPECTIVE REPRESENTATIVES BE LIABLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, PERSONAL INJURY, FINES, FEES, PENALTIES, TANGIBLE OR INTANGIBLE HARM, IRREPARABLE HARM, LEGAL FEES, OR ANY LOSS OF ANY KIND WHATSOEVER, OR OTHER LIABILITIES, WHETHER OR NOT JUST BOARDROOMS OR ANY OF ITS AFFILIATES OR ANY HOST OR THIRD PARTY SERVICE PROVIDER OR ANY OF THEIR RESPECTIVE REPRESENTATIVES IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE USE OF OR INABILITY TO MAKE USE OF THE PLATFORM, ANY CONTENT, OR ANY BOOKING, HOST SPACE, OR HOST SERVICE, OR ANY COMMUNICATIONS, INTERACTIONS, OR MEETINGS WITH OTHER USERS OR OTHER PERSONS WITH WHOM YOU COMMUNICATE, INTERACT, OR MEET WITH AS A RESULT OF YOUR USE OF THE PLATFORM. IF AND ONLY TO THE EXTENT THAT THE FORGOING LIMITATION OF LIABILITY IS HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, ILLEGAL, OR UNENFORCEABLE FOR ANY REASON, IN RESPECT OF ANY CLAIM BY YOU AGAINST JUST BOARDROOMS OR ANY OF ITS AFFILIATES OR ANY HOST OR THIRD PARTY SERVICE PROVIDER OR ANY OF THEIR RESPECTIVE REPRESENTATIVES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, INCLUDING A BREACH BY ANY OF THEM OF ANY OF ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT (WHETHER OR NOT A FUNDAMENTAL BREACH), YOU ACKNOWLEDGE AND AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, YOUR EXCLUSIVE REMEDY WILL BE TO RECEIVE FROM JUST BOARDROOMS PAYMENT FOR ACTUAL AND DIRECT DAMAGES TO A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE LESSER OF: (1) THE AMOUNT PAID BY YOU TO JUST BOARDROOMS IN THE THREE (3) MONTHS PRECEDING THE EVENT FROM WHICH THE CLAIM AROSE; OR (2) ONE HUNDRED DOLLARS (\$100.00).

ARTICLE 13 – CLAIMS AND COMPLAINTS

- 13.1 **Claims and Complaints.** You may address any Claims or complaints to Just Boardrooms at any time via email to info@justboardrooms.com or via the [Contact Us](#) page of the Platform. Notice of such Claim or complaint will be deemed delivered and received by Just Boardrooms in accordance with Section 16.2 (Notices).
- 13.2 **Complaints about Other Users.** You acknowledge and agree that Just Boardrooms has no control over and is not responsible for the behaviour, acts, or omissions of other Users. If you feel that another User has threatened, harassed, or otherwise acted in an inappropriate manner, including by leaving an offensive or obscene review, you may notify Just Boardrooms of this conduct through the feedback

features of the Platform or by contacting us via email to info@justboardrooms.com or via the [Contact Us](#) page of the Platform. We will take appropriate steps as necessary to review and respond to your complaint. By submitting a complaint, you acknowledge and agree that Just Boardrooms may disclose your identity to the User in question in order to follow up directly with you with regard to your complaint.

- 13.3 **Assistance.** You agree to cooperate with and assist Just Boardrooms in good faith and to provide Just Boardrooms with all such information and assistance and take all such actions as may be reasonably requested by Just Boardrooms in connection with any Claims or complaints made by any User relating to this Agreement or the Platform or any Content, Your Content, Host Contract, Host Space, Host Service, or personal or other property located at a Host Space. Upon Just Boardrooms' request and at Just Boardrooms' cost and expense, you agree to participate in any adjudication or dispute resolution process in respect of any such Claims or complaints.

ARTICLE 14 – EVENTS OF DEFAULT AND REMEDIES

- 14.1 **Events of Default.** You acknowledge and agree that the occurrence of any of the following events will constitute an event of default (each, an “**Event of Default**”):
- (1) you fail to pay any sum owing by you pursuant to this Agreement (including the Fees and Charges) by the due date thereof;
 - (2) you otherwise breach any provision of this Agreement or Host Contract or fail to observe or perform any term, obligation, covenant, condition, or agreement contained in this Agreement or any Host Contract;
 - (3) you commit any act of fraud, negligence, or criminal, willful, or intentional misconduct or violate any regulation, rule, policy or procedure of a Host or any other Person in connection with this Agreement or the Platform;
 - (4) you breach or violate Applicable Law;
 - (5) you improperly access or engage in any prohibited use of the Platform, Content, any Host Space, or any Host Service;
 - (6) you provide any invalid, inaccurate, incomplete, misleading, fraudulent, or outdated information to Just Boardrooms or any other User, including during the registration of your Member Account or Payment Method;
 - (7) you infringe the Intellectual Property rights of Just Boardrooms or any other Person;
 - (8) you fail to meet any applicable quality or eligibility criteria set by Just Boardrooms, any Host, or any other Person in connection with the Platform;
 - (9) you repeatedly receive negative or poor reviews or ratings by other Users or Just Boardrooms otherwise becomes aware of or has received complaints about your performance or conduct;

- (10) you repeatedly cancel Bookings;
- (11) you become or are adjudicated insolvent or bankrupt, admit in writing your inability to pay your debts as they mature, or make an assignment for the benefit of creditors;
- (12) you apply for or consent to the appointment of any receiver, trustee, or similar officer for you or for all or any substantial part of your property or such receiver, trustee, or similar officer is appointed without your consent; or
- (13) you institute any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment or debt, dissolution, liquidation, or similar proceeding relating to you under the laws of any jurisdiction or any such proceeding is instituted against you or any judgment, writ, warrant, or attachment or execution of similar process is issued or levied against a substantial part of your property.

14.2 **Notification upon Default.** You will notify Just Boardrooms in writing immediately upon becoming aware of any Event of Default.

14.3 **Remedies.** If any Event of Default occurs, without prejudice to enforcement of any other legal right or remedy that Just Boardrooms may have pursuant to this Agreement or at law or equity, Just Boardrooms may take any of the following measures immediately and without notice to you:

- (1) refuse to delete or delay any ratings, reviews, or other Content;
- (2) temporarily or permanently revoke any special status associated with your Member Account;
- (3) cancel, suspend, or limit any pending or confirmed Bookings;
- (4) cancel, suspend, or limit the provision of any Services to you (in whole or in part);
- (5) cancel, suspend, or limit your Member Account or your access to or use of the Platform; and/or
- (6) terminate this Agreement.

14.4 **Injunctive and Equitable Relief.** You acknowledge and agree that:

- (1) your compliance with your obligations pursuant to this Agreement is necessary to protect personal information and/or the intellectual property, confidential information, proprietary information, business, goodwill, and/or proprietary interests of Just Boardrooms and its affiliates and third parties;
- (2) your breach of any such obligations will give rise to irreparable harm or injury to Just Boardrooms that will not be adequately compensable with monetary damages;
- (3) Just Boardrooms may, in addition to any other remedy, enforce the performance of this Agreement by way of equitable relief, including interim, interlocutory and/or final injunctive relief, specific performance, or such other and further relief as a court may deem just and

proper, upon application to a court of competent jurisdiction without proof of actual damages, without a requirement that a finding of irreparable harm or other criteria for the awarding of injunctive relief be made, and without the requirement of posting a bond or other security; and

(4) notwithstanding that damages may be readily quantifiable, you will not plead sufficiency of damages as a defence in any such proceeding.

14.5 **Violation of Applicable Law.** You acknowledge and agree that any attempt by you or on your behalf to deliberately damage the Platform, any Content, any website, or any links or to undermine the legitimate operation thereof may be a violation of Applicable Law (including criminal and/or civil laws) and should such an attempt be made, Just Boardrooms reserves the right to seek damages from you to the maximum extent permitted by Applicable Law.

14.6 **Remedies Cumulative.** All rights and remedies of Just Boardrooms pursuant to this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to Just Boardrooms, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise.

ARTICLE 15– TERM AND TERMINATION

15.1 **Term.** The term of this Agreement will begin on the date you accept and agree to this Agreement and will continue and remain in full force and effect until the date on which either Party terminates this Agreement in accordance with this Agreement (the “**Term**”).

15.2 **Termination by You.** You may terminate this Agreement at any time by providing notice of such termination to Just Boardrooms.

15.3 **Termination by Just Boardrooms.** Without prejudice to enforcement of any other legal right or remedy that Just Boardrooms may have pursuant to this Agreement or at law or equity, Just Boardrooms may terminate this Agreement and/or any rights or licences granted hereunder or in connection herewith (including the Licence) and/or your access to the Platform (in whole or in part):

(1) at any time without reason or liability and for convenience upon written notice to you; and

(2) immediately and without notice if: (a) an Event of Default occurs; (b) Just Boardrooms has reason to believe that you are not authorized to act for and on behalf of or legally bind the Person you purport to represent; or (c) Just Boardrooms believes in good faith that such termination is reasonably necessary to protect the personal safety or property of Just Boardrooms, its Users, or any other Person.

15.4 **Effect of Termination.** If this Agreement is terminated by either Party or if you cancel your Member Account or if Just Boardrooms terminates, cancels, suspends, or restricts your access to the Platform or your Member Account, you will not be entitled to a restoration of your Member Account or any of Your Content, you may not be able to register a new Member Account or access or use the Platform, and any and all Bookings you made (and any and all licences constituted thereby or granted in connection therewith) will be automatically cancelled and, subject to the terms and conditions of this Agreement,

the Host Contract, and the Host Listing, you may not be eligible or entitled to a refund of any Fees or other amounts payable with respect to your Bookings.

- 15.5 **Survival of Covenants.** Notwithstanding the termination of this Agreement for any reason whatsoever, the covenants set out in ARTICLE 1 (Interpretation), Section 2.5 (CEMs and CASL), ARTICLE 4 (Restrictions on Access and Use of Platform and Host Spaces), ARTICLE 6 (Payment Terms), ARTICLE 7 (Ownership), ARTICLE 8 (Representations and Warranties), ARTICLE 9 (Exclusion of Warranties and Disclaimers), ARTICLE 10 (Reviews and Ratings), ARTICLE 11 (Indemnity), ARTICLE 12 (Limitation of Liability), ARTICLE 13 (Claims and Complaints), ARTICLE 14 (Events of Default and Remedies), ARTICLE 15 (Term and Termination), ARTICLE 16 (General), and any other terms and conditions of this Agreement necessary for the proper interpretation or enforcement of this Agreement will survive any such termination.

ARTICLE 16 – GENERAL

- 16.1 **Force Majeure.** Any delay or failure of Just Boardrooms to perform its obligations pursuant to this Agreement will be excused if the delay or failure is caused by a Force Majeure Event, provided that notice of delay (including anticipated duration of the delay) will be given by Just Boardrooms to you within ten (10) days of Just Boardrooms becoming aware of such Force Majeure Event.
- 16.2 **Notices.** Unless and only to the extent otherwise specified by Just Boardrooms, any notices or other communications permitted or required pursuant to this Agreement will be provided electronically and given:
- (1) by Just Boardrooms to you via email to the email address in your Member Account; and
 - (2) by you to Just Boardrooms via email to info@justboardrooms.com or via the [Contact Us](#) page.

Such notice will be deemed to be delivered and received (in the absence of evidence of prior receipt) on the earlier of (a) the date that the sending Party receives an email from the receiving Party acknowledging receipt (provided that an automatic “read receipt” does not constitute acknowledgment for the purposes of such notice) and (b) the next business day following the date of transmission.

- 16.3 **Assignment.** Neither this Agreement nor any of the rights or obligations pursuant hereto may be assigned, transferred, or delegated by you without the prior written consent of Just Boardrooms. Just Boardrooms may without restriction assign, transfer, or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, to any Person without notice to you.
- 16.4 **Modifications.** Just Boardrooms reserves the right (in its sole discretion) to amend, restate, replace, supplement, or otherwise modify this Agreement at any time and from time to time. You should review this Agreement regularly for any such amendments, restatements, replacements, supplements, or modifications. By accessing or using the Platform (or any portion thereof) after any such amendments, restatements, replacements, supplements, or modifications, you agree to be bound by, and comply with, this Agreement, as so amended, restated, replaced, supplemented, or modified. If any such

amendment, restatement, replacement, supplement, or modification is not acceptable to you, you must immediately cease accessing and using the Platform.

- 16.5 **Waiver.** The waiver by Just Boardrooms of a breach or default of any provision of this Agreement by you or any delay or omission on the part of Just Boardrooms to exercise or avail itself of any of its rights, remedies, powers, or privileges will not be effective unless in writing and will not be construed as a waiver of any succeeding breach of the same or any other provision of this Agreement.
- 16.6 **Severability.** In the event that any provision (or any portion of a provision) of this Agreement will for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement and this Agreement will be construed as if such invalid, illegal, or unenforceable provision (or portion of a provision) had never been contained in this Agreement in regards to that particular jurisdiction.
- 16.7 **Enurement.** This Agreement will enure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.
- 16.8 **Relationship.** Nothing in this Agreement or your use of the Platform will be deemed to constitute either Party as an agent, representative, or employee of the other party or both Parties as joint venturers or partners for any purpose.
- 16.9 **No Third Party Rights.** This Agreement does not and is not intended to confer any rights or remedies upon any Person other than the Parties.
- 16.10 **Governing Law.** The interpretation, validity, effect, and enforcement of this Agreement, and any and all disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any principles of conflicts of law. For greater certainty, the foregoing laws apply to the access and use of the Platform (in whole or in part) by you, notwithstanding your domicile, residency, or physical location, or the location of any Just Boardrooms office or any User or any Representative of Just Boardrooms or any User with whom you may communicate or deal or any Host Space. The United Nations Convention on Contracts for the International Sale of Goods (CISG) or any similar or successor convention or law, will not be applied to this Agreement or any transactions conducted pursuant to the Platform. The Platform is intended for use only in jurisdictions where it may be lawfully provided for use.
- 16.11 **Forum.** You hereby unconditionally and irrevocably consent and agree to submit to the exclusive jurisdiction of the courts of the Province of Ontario in the City of Toronto in any action or proceeding involving or in connection with the Platform or this Agreement and waive any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court.
- 16.12 **Jury Trial Waiver.** You acknowledge and agree that, to the maximum extent permitted by Applicable Law, you waive the right to a trial by jury in respect of any and all disputes arising from or in connection with the Platform or this Agreement.

- 16.13 **No Class Actions or Representative Proceedings.** You acknowledge and agree that, to the maximum extent permitted by Applicable Law, you waive the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding in respect of any and all disputes arising from or in connection with this Agreement or the Platform. Unless and only to the extent otherwise expressly agreed to in writing by Just Boardrooms, the adjudicator of any dispute may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding.
- 16.14 **Admissibility.** A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or arbitral proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- 16.15 **Contact Us.** If you have any questions regarding this Agreement, please contact us via email to info@justboardrooms.com or via the [Contact Us](#) page of the Platform.

Last updated: [Date].

BY MARKING THE "I AGREE" CHECKBOX, YOU HEREBY AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.