



Terms of Use

PLEASE READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS PRIOR TO USING THIS WEBSITE.

BY USING OR ACCESSING THIS WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE (THE "AGREEMENT"), AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THE AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS, SAVE FOR AMEEGO'S SOFTWARE TERMS OF SERVICE AND PRIVACY POLICY AS THE CONTEXT MAY REQUIRE.

1. Definitions

- a. **"Content"** means all Information, data, or other material, in any form or media, contained in, obtained from, or relating to the Website, including all results obtained from the Website;
- b. **"Content Providers"** means both Ameego and Others;
- c. **"Information"** means all data, information, documents, files, personally-identifying information, and software disclosed by one party to the other in connection with the Website or your Website Use;
- d. **"Linked-Site"** means any Internet site (including all information, data, and content thereon) that is linked to the Website, but not owned by or affiliated with Ameego;
- e. **"Notice"** refers to the sending of Information by you to Ameego via certified mail, return receipt requested, to Ameego at the address noted in Section 14;
- f. **"Others"** means Ameego's direct or indirect licensors, Ameego's affiliates;
- g. **"Privacy Policy"** refers to Ameego's official published privacy policy, describing Ameego's intended uses of your personally identifiable Information;
- h. **"User Content"** means Content which is provided by users of the Website and includes, without limitation, information regarding employees of the user entered into the Ameego software and material posted on the Website's forums;
- i. **"Website"** means any Ameego Internet site (including domain names myameego.com and ameego.ca and any sub-domains thereof), page (and all sub-pages), uniform resource locator ("URL"), domain location, and all Information and Content thereon; and
- j. **"Website Use"** means your use of or access to the Website.

2. Copyright Notice

Copyright 2016 "Ameego". All Rights Reserved.

3. Trademark Notice

The trademarks, logos and service marks displayed on this Website, including but not limited to "Ameego Restaurant Solutions Inc.", "Quickfyre Innovations Inc.", "Ameego", the Ameego corporate logo and as well as names of Ameego's products and services are trademarks and/or service marks of Ameego or Others. Unless otherwise noted on the Website, all other company names, tradenames, trademarks, service marks, and logos used in this Website are the company names, tradenames, trademarks, service marks or logos of their respective owners.

4. Licence Grant & Ownership by Ameego

All Content on this Website are the property of Ameego and are protected by the and is protected under applicable copyrights, patents, trademarks, trade dress, and/or other proprietary rights, and the copying, redistribution, use or publication by you of any such Content or any part of the Website is prohibited. No Content published by Ameego on this Website, in whole or in part, may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without first obtaining the prior written permission from Ameego Restaurant Solutions Inc. The use of any Content on any other Website or for any other purpose is strictly prohibited.

5. Restrictions on Use

Prohibited Acts. Concerning your Website Use or any Content, you agree not to knowingly: (i) use any device, software or technique to interfere with or attempt to interfere with the proper working of the Website; (ii) post or transmit to the Website any unlawful, fraudulent, harassing, libelous, defamatory, or obscene Information of any kind; (iii) post or send to the Website any Information that contains a virus, bug, or other harmful item; (iv) publish, perform, distribute, prepare derivative works, copy, reverse engineer, or use the Content (other than as expressly permitted herein); (v) post or transmit into or on the Website any Information in violation of another party's copyright or intellectual property rights; (vi) take any action which imposes an unreasonable or disproportionately large load on Ameego's infrastructure; (vii) redeliver any of the Content using "framing", hyperlinks, or other technology without Ameego's express written permission; or, (viii) use any device or technology to provide repeated automated

attempts to access password-protected portions of the Website.

Right to Regulate. You acknowledge that Ameego has the right, but no obligation, to monitor the Website and to disclose any Information necessary to operate the Website, to protect Ameego, Others, and Ameego's customers, and to comply with legal obligations or requests from governmental authorities. Ameego reserves the right to refuse to post or to remove any Information on the Website, in whole or in part, for any reason whatsoever, in its sole discretion.

Law Compliance. You agree to comply in all respects with all laws, statutes, ordinances, and regulations (including unfair competition, anti-discrimination or false advertising) regarding your Website Use.

6. Use of Website

Password-Protected Areas. If you are allowed access to password-protected areas of the Website, you agree to keep your password confidential and to send Notice to Ameego within 24 hours if your password is compromised. You agree not to use any other person's password to enter their password-protected area.

Linked-Sites. You acknowledge that Ameego neither endorses nor is affiliated with any Linked-Site and is not responsible for any information that appears on the Linked-Site. You acknowledge that: (i) the internet is a network of computers worldwide, and that any Information submitted by you to Ameego necessarily is routed via third party computers to Ameego; and (ii) Ameego is not responsible for lapses in online security and does not assume liability for improper use of your Information by a third party.

7. Submission of Information

Grant of License to Ameego. If you submit Information to the Website, you grant Ameego a nonexclusive, worldwide, royalty-free license to (in any media now known or not currently known or invented) link to, utilize, use, copy, exploit, and prepare derivative works of the submitted Information. No Information you submit shall be deemed confidential. However, Ameego agrees to use your Information in accordance with Ameego's Privacy Policy applicable to personally identifiable user data.

8. Use of Discussion Forums and the Software

The Website or the Ameego Software Platform may include blogs or other discussion forums in which you or third parties may post comments or other

content (“**Discussion Forums**”). You shall use the Discussion Forums at your own risk. You agree not to post, upload to, distribute or otherwise publish through the Discussion Forums any of the following:

- a. Any material that is unlawful, libelous, defamatory, obscene, pornographic, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- b. Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, provincial, national or international law;
- c. Content that may infringe any intellectual or proprietary right of any person;
- d. Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- e. Private information of any third party without first obtaining the express written consent of said party;
- f. Viruses, or other harmful, disruptive or destructive data or files;
- g. Commercial or other messages including promotions, political campaigning, advertising or other solicitations to any third-party if those messages are not solicited or authorized by the third-party (i.e. spam); or
- h. Content that, in the sole judgment of Supplier, is objectionable or which restricts or inhibits any other person from using or enjoying the Discussion Forum or the Software, or which may expose Supplier or its affiliates or its users to any harm or liability of any type.

Notwithstanding any of the foregoing, your use of the Website and the Ameego Software Platform must comply with all applicable laws, including spam laws (such as *Canada’s Anti-Spam Legislation*).

Any use of the Discussion Forums or other portions of the Website or Ameego Software Platform in violation of the foregoing shall result in termination or suspension of your rights to use the Discussion Forums and/or the Ameego Software Platform.

9. Rights Reserved

Ameego reserves the right to limit the provision of any product or service to any person, geographic area or jurisdiction as it so desires, or as required by law. Ameego in its sole discretion may add, delete or change the Content at any

time, without notice to you.

10. Limited Warranty and Disclaimer

AMEEGO AND ALL CONTENT PROVIDERS MAKE NO REPRESENTATION ABOUT THE SUITABILITY OF THE CONTENT HEREON. THIS WEBSITE, AND ACCESS TO ANY LINKED-SITE, IS PROVIDED TO YOU BY ALL CONTENT PROVIDERS "AS IS" AND "AS AVAILABLE", WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON- INFRINGEMENT. YOU HEREBY DISCLAIM ALL WARRANTIES BY AMEEGO RELATING TO YOUR WEBSITE USE. YOU ACKNOWLEDGE THAT YOUR ACCESS TO THE WEBSITE WILL NOT BE FREE OF INTERRUPTIONS, THAT THE INFORMATION HEREIN MAY CONTAIN BUGS, ERRORS, TECHNICAL INACCURACIES, PROBLEMS OR OTHER LIMITATIONS, AND THAT THE WEBSITE MAY BE UNAVAILABLE FROM TIME TO TIME. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR WEBSITE USE AND WEBSITE-RELATED SERVICES.

11. Limitation of Liability

UNDER NO CIRCUMSTANCES WILL ANY OF THE CONTENT PROVIDERS BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE WEBSITE, YOUR WEBSITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE AND/OR CONTENT IS TO CEASE ALL OF YOUR WEBSITE USE.

You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

12. Indemnity

You agree to indemnify and hold Ameego, its officers, directors, shareholders, employees, agents, subsidiaries, affiliates, successors and assigns harmless from any and all claims, demands, losses, damages, liabilities, costs, expenses

and proceedings arising out of your use of the Website, including any claims made by any person that infringes the rights, including the intellectual property rights, of any third party.

13. Change of Terms

Ameego may, at any time and from time to time, revise the terms of this Agreement by updating the Website accordingly. By using this Website, you agree to be bound by any such revision and should therefore review this page each time you access the Website to determine the then current terms and conditions to which you are bound.

14. Contacting Ameego

Should you desire to contact Ameego, you may do so at: Ameego, P.O. Box 70057, 1-1660 Kenaston Blvd. Winnipeg MB, R3X 0P6. Phone: 1-800-770-7319. Email: info@myameego.com.

15. General

- a. **Location & Interpretation.** The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. This Agreement shall be interpreted in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein.
- b. **Equitable Relief.** You acknowledge that any breach by you of the provisions of the Agreement will cause irreparable damage to Ameego or Others and that a remedy at law will be inadequate. Therefore, in addition to any and all other legal or equitable remedies, Ameego and Others will be entitled to injunctive relief for any breach of this Agreement.
- c. **Severability.** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- d. **Complete Integration.** This Agreement constitutes the entire agreement between you and Ameego pertaining to the subject matter hereof. You agree to review this Agreement prior to any Website Use, and each Website Use by you shall constitute and be deemed your unconditional acceptance of this Agreement. Ameego may prospectively modify this

Agreement, by posting a revised Agreement on the Website.

- e. **Termination.** Ameego may terminate the Agreement at any time and for any reason (with or without cause), with or without notice. If the Agreement is terminated, you agree to cease all Website Use and, upon request by Ameego, to return all Information in your possession relating to the Website, and all copies thereof.
- f. **Survival of Certain Provisions.** Any and all provisions or obligations contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after termination of this Agreement will survive the termination of this Agreement and remain binding upon and for the benefit of the parties, their successors and permitted assignees.
- g. **Waiver.** No delay or omission to exercise any right or remedy accruing to Ameego upon any breach or default by you of this Agreement shall constitute a waiver by Ameego of any breach or default.
- h. **Headings.** All article or section headings, or exhibit names, are for reference and convenience only and shall not be considered in the interpretation of the Agreement.
- i. **No Agency.** You and Ameego are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisee-franchisor relationship is intended or created by this Agreement.
- j. **Conflicts.** If this Agreement conflicts with a provision of any other contract between you and Ameego relating to the Website, the provision in such other Agreement shall govern.