

Terms of Use

Rhonda Honing (“Rhonda”, “I” or “me”) owns and operates the website www.rhondahoning.com (the “Website”). These Terms of Use (the “Terms”) along with the Privacy Policy govern your use of the Website. Please carefully read these Terms before using the Website, as they contain important information about your rights and responsibilities. By accessing, viewing, or using this Website, you acknowledge that you have read, understand, and agree with the Terms. If you do not wish to be bound by the Terms, please do not use the Website.

Acceptance

These Terms comprise an electronic contract that establishes the legally binding terms you must accept to use the Website. The Terms include the Privacy Policy.

By accessing or using the Website you accept and agree to the terms, conditions and notices contained or referenced herein and consent to have the terms and all notices provided to you in electronic form. The Terms may be modified by me from time to time. Such modifications will become effective upon posting on the Website. I shall notify you of changes to the Terms through notices on the Website, by email, or by both. To withdraw your consent, you must cease using the Website.

If you breach any provision of these Terms, your right to access and use this Website shall cease immediately.

Use of the Website

I grant you a non-transferable, non-exclusive, revocable, limited licence to use and access this Website.

You are not permitted to use the Website:

- a) in any unlawful, fraudulent, or commercial manner, or any other manner prohibited by these Terms;
- b) to upload, transmit, or distribute to or through the Website any computer viruses, worms, or any software intended to damage or alter a computer system or data;
- c) to send through the Website unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;
- d) to use the Website to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent;
- e) to interfere with, disrupt, or create an undue burden on servers or networks connected to the Website, or violate the regulations, policies or procedures of such networks;
- f) to attempt to gain unauthorized access to the Website (or to other computer systems or networks connected to or used together with the Website), whether through password mining or any other means;

- g) to harass or interfere with any other Website user's use and enjoyment of the Website;
- h) to use software or automated agents or scripts to produce multiple accounts on the Website, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Website;
- i) to tamper with, modify, copy without express permission, amend, make derivative or reverse engineer any part of the Website; or
- j) to licence, sell, rent or lease any part of the Website.

Privacy

I am committed to protecting your privacy. I process your information in line with the Privacy Policy. By using the Website, you agree to the way in which we process and deal with your personal information.

Intellectual Property

Rhonda Honing owns and retains all proprietary rights in the Website, and in all content, trademarks, trade names, service marks and other intellectual property rights related thereto. The Website contains the copyrighted material, trademarks, and other proprietary information of Rhonda Honing. I grant you a nonexclusive, non-transferable, and revocable license to access and use the Website for your personal home use. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible through the Website. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

Subject to the limited licenses granted in these terms, no licence is granted to you or any other party for the use of my intellectual property.

Any third party trademarks, service marks or other intellectual property displayed on through the Website are used with the authorization of the owner of the intellectual property, subject to their guidelines for use. I cannot authorize you to use, reproduce or modify any third party intellectual property used on this Website, and are not responsible for any loss or damage you may suffer or incur in connection with your use of any third party intellectual property for your own purpose.

Third Party Links

I may provide links through the Website to the websites of third parties. These websites are owned and operated by third parties over whom I do not have control. I have not reviewed all of the sites linked through the Website and accept no responsibility for the contents or use of third party websites. The inclusion of any link does not imply endorsement by me of the website. Use of any such linked websites is at your own risk. Any links to third party websites are provided for your interest and convenience only. I am not responsible or liable for any loss or damage you

may suffer or incur in connection with your use of any third party websites or for any acts, omissions, errors or defaults of any third party in connection with their websites.

Electronic Communications

You agree to be bound by any affirmation, assent, or agreement you transmit through the Website including, but not limited to, any consent you give to receive communications from me solely through electronic transmission. You acknowledge that it is your ongoing responsibility to provide me with an accurate, current, and complete e-mail address when you use the Website. If any electronic communications sent to you are returned as undeliverable, I may attempt to contact you by other means, but I am not obligated to do so. All communications are deemed delivered and received upon sending to the most recent e-mail address I have on file for you.

Disclaimers

You agree that:

- a) If you use the Website, you do so at your own and sole risk. The Website is provided on an "as is" and "as available" basis. I expressly disclaim all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, and fitness for a particular purpose, title and non-infringement.
- b) If you access or transmit any content through the use of the Website, you do so at your own discretion and your sole risk. You are solely responsible for any loss or damage to you in connection with such actions. I am not responsible for any incorrect or inaccurate content in connection with the Website. I am not responsible for the conduct, whether online or offline, of any user of the Website. I assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications.

I do not warrant that:

- a) the Website will meet your requirements;
- b) access to the Website will be uninterrupted, timely, secure, or error-free;
- c) the quality or reliability of the Website will meet your expectations;
- d) any information you provide or we collect will not be disclosed to third parties;
- e) third parties will not use your confidential information in an unauthorized manner.

Limitation of Liability

You agree that I will not be liable for any damages whatsoever, including direct, indirect, incidental, punitive, special, consequential or exemplary damages arising from, relating to, or connected with:

- a) the use or inability to use the Website;

- b) actions or inactions of other users or any other third parties for any reason; or
- c) any other matter arising from, relating to or connected with the Website or these terms.

I will not be liable for any failure or delay in performing under these Terms where such failure or delay is due to causes beyond my reasonable control, including natural catastrophes, governmental acts or omissions, laws or regulations, terrorism, labor strikes or difficulties, communication system breakdowns, hardware or software failures, transportation stoppages or slowdowns or the inability to procure supplies or materials.

You acknowledge and agree that above disclaimers and these limitations of liability are an agreed upon allocation of risk between you and I. You acknowledge and agree that if you did not agree to these limitations of liability you would not be permitted to access the Website. You acknowledge and agree that such provisions are reasonable and fair.

Indemnification

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

Termination

You acknowledge and agree that I, in my sole discretion, may terminate your access to the Website for any reason, including, without limitation, your breach of these terms. You understand and agree that I am not required, and may be prohibited, from disclosing to you the reason for termination of your access to the Website. You acknowledge and agree that any termination of your access to the Website may be effected without prior notice, and acknowledge and agree that I may immediately deactivate or delete your account and bar any further access to the Website. Further, you acknowledge and agree that I will not be liable to you or any third party for any costs or damages of any kind for or resulting from any termination of your access to my Website. Upon termination, your information may be deleted or kept as necessary.

Dispute Resolution

In the event a dispute arises out of or in connection with these terms, the parties shall attempt to resolve the dispute through friendly consultation.

If the dispute is not resolved within a reasonable period then any or all outstanding issues shall be referred to mediation on notice by one party to the other, with the assistance of a neutral mediator jointly selected by the parties. If the dispute cannot be settled within thirty (30) days after the mediator has been appointed, or within such other period as agreed to by the parties in writing, either party may refer the dispute to arbitration under the International Commercial Arbitration Rules of Procedure of the British Columbia International Commercial Arbitration Centre (the “BCICAC”). The appointing authority shall be the BCICAC and the case shall be administered by the BCICAC in accordance with its Rules.

General

- a) These Terms shall be governed by, and construed under, the laws of the Province of British Columbia.
- b) In the event that any portion of these Terms are held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect its original intentions and the remainder of the provisions shall remain in full force and effect.
- c) No failure or delay by either party in exercising any right under these Terms shall constitute a waiver of that right.
- d) These Terms constitute the entire agreement between you and I with respect to your use of the Website. These Terms supersede and cancel all prior or contemporaneous discussions, writings, negotiations, and agreements whether electronic, oral, or written between you and I with respect to your use of the Website.

Contact Information

If you have any questions about these terms please contact me at: info@rhondahoning.com