

Xpert Xpress End User Licence Agreement (“Agreement”)

THIS WILL BE THE FIRST SCREEN ON BOTH THE COMPUTER WEB PORTAL AND MOBILE APPLICATION (ie. iPhone, Android, iPad, etc...) THAT USER/AGENTS WILL SEE AND HAVE TO ACCEPT TO PROCEED.

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Please read this End-User Licence Agreement (“Agreement”) carefully before clicking the “I Agree” button, downloaded or using [xpertxpress.ca/end user](http://xpertxpress.ca/end_user) agreement (“Software”). By clicking the “I Agree” button, downloaded or using the Software, you are agreeing to be bound by the terms and conditions of this Agreement. If you do not agree to the terms of this Agreement, do not click on the “I Agree” button and do not download or use the Software.

Introduction

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that such Improvements cannot be assigned, you grant Xpert Xpress a worldwide, exclusive, worldwide right to use, exploit, copy, modify, sell and or sub-license the Improvements in any manner whatsoever.

User Content

You grant Xpert Xpress a non-exclusive, transferable, sub-licensable, royalty-free, perpetual (or, in jurisdictions where this is not permitted, for a term equal to the duration of the License Agreement plus twenty (20) years), irrevocable, fully paid, worldwide license to use, reproduce, analyze, sell, translate, modify, create derivative works from, and distribute any of your User Content in connection with the Service through any medium, whether alone or in combination with other content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content. Where applicable and permitted under applicable law, you also agree to waive and not enforce any “moral rights” or equivalent rights, such as your right to be identified as the author of any User Content, including and your right to object to derogatory treatment of such User Content.

Restrictions

You agree not to, and you will not permit others to:

- (a) permit any third Person to use the Licenced Materials;
- (b) re-Licence or sub-licence, lease, loan or otherwise distribute the Licenced Materials to any third Person;
- (c) process or permit to be processed the data of any other Person; or
- (d) use the Licenced Materials or the Service in the operation of a commercial business whereby you are directly or indirectly reselling or selling the Licensed Materials or using them for commercial profit.
- (e) use the Licensed Materials only for the purposes provided to you by your employer, partner, client, customer and only in accordance with this Agreement and Xpert Xpress Terms of Use.
- (f) reverse engineer, decompile, dis-assemble, make derivative works, products, software or services from or translate, reprint, copy any of the Licensed Materials.

Modifications to Software

Xpert Xpress reserves the right to modify, suspend or discontinue, temporarily or permanently, the Licenced Materials or any service to which it connects, with or without notice and without liability to you.

Term and Termination

This Agreement shall remain in effect until terminated by you or Xpert Xpress. Xpert Xpress may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement without prior notice. This Agreement will be terminated immediately, without prior notice from Xpert Xpress, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Licenced Materials and all copies thereof from your Authorized Device. Upon

termination of this Agreement, you shall cease all use of the Licenced Materials and delete any and all copies from your Authorized Device.

Governing Law

The Parties to this Agreement submit to the jurisdiction of the courts of the Province of Ontario for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed in accordance with the laws applicable and in force in the Province of Ontario, Canada.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provisions to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Amendments to this Agreement

Xpert Xpress may amend the terms of this EULA by posting the amended terms on its website, or by giving notice with updates. Your continued use of the Xpert Xpress Licenced Material after the effective date of any amendment will deem your agreement. Except as otherwise provided in this section, no amendment to this EULA will be valid unless it is posted in the Xpert Xpress Licenced Materials itself or on the Xpert Xpress website.

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Contact Information If you have any questions about this Agreement, please contact us:

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