

# CML Northern Blower Inc. (herein "Northern") Electronic Access Agreement

## Version 20060220

### PART A: GENERAL

1. **Scope:** This Agreement governs your use of FanSolution®Online and any related electronic tools or software, regardless of the technology you use to access these online services.
2. **Other Agreements:** This Agreement must be read together with any other existing and future agreements that you have with Northern and any terms, conditions or disclaimers provided on our Web Site. If there is a conflict between a term in this Agreement and any other agreement with Northern, the term of the other agreement will apply to the extent necessary to resolve the conflict.
3. **Changes:** Northern may change FanSolution®Online, other information services, the Web Site or this Agreement at any time. Northern will notify you of a change to this Agreement by posting a notice on our Web Site. Your use of FanSolution®Online after Northern posts the notice means that you agree to and accept this Agreement as amended. If you do not agree to a change in this Agreement, you must immediately stop using FanSolution®Online.
4. **Confidentiality:** You shall maintain FanSolution®Online in confidence. You shall not divulge information relating to FanSolution®Online, with the exception of results derived from use of the FanSolution®Online, to any third party or use such information for its own benefit without the prior written consent of Northern. You shall treat FanSolution®Online with the same degree of care as you accord to proprietary information in your possession but, in any event, not less than reasonable care.
5. **Interpretation:** Capitalized terms in this Agreement are defined in Sections 17 below.

### PART B: PASSWORDS, INSTRUCTIONS AND E-MAIL

6. **Passwords:** You must carefully select your Passwords so that they cannot be easily guessed by anyone else. When choosing a Password, you must not use:
  - a. a password you use for any other service;
  - b. your name or a that of a close relative;
  - c. your birth date, telephone number or address, or a that of a close relative;
  - d. your Username.

You agree to keep your Passwords confidential, and ensure that they are never disclosed, accidentally or otherwise, to anyone else.

7. **Username or Password Becomes Known:** If you suspect that someone else knows any of your Passwords, you must change all of your Passwords immediately. If your Username is lost or stolen, or you suspect that someone else knows any of your Passwords or is using your Username, you must notify Northern by telephone or in person as soon as possible and follow any instructions that Northern gives to you.
8. **Instructions:** You acknowledge that each Instruction that you provide to Northern is final. You agree that Northern may rely on your Instructions (including your electronic acceptance of this Agreement and other online agreements) as if you had provided Northern with a paper copy of them. You agree that you will be liable for the transactions that are conducted on your Instructions, and any damages, losses and expenses that may arise from these transactions.
9. **Record of Instructions:** You agree that Northern may maintain a database of your Instructions. Our records of your Instructions will be binding on you in a dispute, including any legal proceedings, unless you provide clear proof that our records are wrong or incomplete.
10. **E-mail:** E-mail sent over the Internet is not secure and may be lost, intercepted, or altered. Except where another agreement with Northern says otherwise, you agree that Northern is under no obligation to accept or act on any instructions you provide to Northern by e-mail. If you send Northern confidential information by e-mail, Northern will not be liable if it is lost or intercepted, altered or misused by someone else. If you send Northern e-mail, you agree that Northern may (at our sole discretion) respond to you by e-mail, and provide by e-mail any confidential information that you have requested; you also agree Northern will not be liable if the information Northern provides is lost or intercepted, altered or misused by someone else.
11. **Use of an Anti-Virus Program and Firewall; Signing Off:** The computer you use may be vulnerable to viruses or online attacks that seek to intercept sensitive information that you provide through the Internet. To reduce the chances of harm, you should ensure that any computer you use to access FanSolution®Online (including a computer at work, the library, an Internet cafe or another public place) has an up-to-date anti-virus program and a firewall. To prevent unauthorized access to your Account, you must sign off of FanSolution®Online and close your browser as soon as you finish using it.

### **PART C: LIABILITY, REMEDIES, WARRANTIES AND WITHDRAWAL OF ACCESS**

12. **No Liability for Direct or Indirect Damages:** Northern will not be liable in any case for any direct or indirect losses, damages or

- expenses (including any special, incidental or consequential damages or any damages for loss of profit, business or opportunity) arising from the use of FanSolution®Online regardless of the cause of action, including negligence, and even if Northern is advised of the possibility of such damages.
13. **Remedies:** In the event that any unauthorized use of FanSolution®Online is made or threatened, Northern may take appropriate action, in law or equity, to seek compensation or prevent such use.
14. **No Warranties:** Nothing in this Agreement shall be deemed to be a representation or warranty by Northern of the accuracy or usefulness for any purpose of FanSolution®Online, it being agreed that FanSolution®Online is provided on an "AS IS" basis without warranty. Except for explicit promises made by Northern in another agreement in writing, Northern disclaims any warranties and conditions (including any oral, implied or statutory warranties and conditions) regarding the nature, quality, character, merchantability, or fitness for a particular purpose of FanSolution®Online.
15. **Withdrawal of Access:** Northern may terminate this Agreement with you or withdraw your access to FanSolution®Online, without notice to you, in which case this Agreement will continue to apply in respect of your past access. Northern will not be liable for any losses, damages, expenses or inconvenience resulting from our withdrawal of your access.

#### **PART D: OTHER**

16. **Intellectual Property Rights:** All information and tools we provide online are proprietary to Northern, its information providers and its other licensors, and are protected by intellectual property laws. You agree not to sell, distribute or commercially exploit the information or tools.
17. **Access to Web Sites; No Streaming of Information:** You agree that you will not use FanSolution®Online or our Web Site for an illegal or improper purpose, or take steps that would have a negative impact on the security, integrity or functioning of our systems. You further agree not to use a third party's website, software or service to access FanSolution®Online or our Web Site, or to stream any information we provide online.

#### **PART E: DEFINITIONS**

18. **Definitions:** In this Agreement:
- a. **"Northern"** means CML Northern Blower Inc.;
  - b. **"including"** means including but not limited to;

- c. **"Instruction"** means an instruction that is communicated to Northern after Password authentication through FanSolution®Online or any other electronic format;
- d. **"Password"** means any passwords you use to sign on to or transact on FanSolution®Online
- e. **"Service"** means any product or service you can access through FanSolution®Online;
- f. **"Username"** means the Username you use to sign on to FanSolution®Online;
- g. **"FanSolution®Online"** means an online service offered by Northern that allows you to view information and/or conduct transactions with respect to Northern products and services after Password authentication;
- h. **"Web Site"** means the website operated by Northern or Northern affiliate through which you sign on to FanSolution®Online;
- i. **"you"** and **"your"** means the user, and/or any corporation, partnership, firm, group or association represented by the user, with access to FanSolution®Online .

19. **Governing Law:** This Order shall be governed by and interpreted in accordance with the laws of the Province of Manitoba and shall be enforced exclusively in the Courts of Manitoba, to the jurisdiction of which the parties hereto expressly attorn.

#### **ACKNOWLEDGMENT**

BY ACCESSING OR USING FanSolution®Online, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE FOREGOING AND THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.