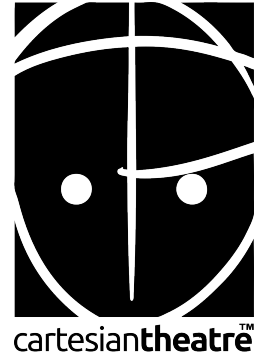


Helios Demo Terms of Service

For the purposes of these Helios Demo Terms of Service (the "Terms of Service"), "you" indicates such individual or individual representing an entity using any of the services (the "Services") offered by Cartesian Theatre Corp., a British Columbia company (the "Company", "Helios", "we", "our", or "us"), including, but not limited to, any of our mobile and web-based portal software applications (collectively, the "Software") or browsing this website and any affiliated or related websites (collectively, the "Website") owned and operated by the Company. The following Terms of Service apply to the Services, the Website and the Software.



By using the Services and Software, you confirm that you have carefully read and understand these Terms of Service, and that you consent to, and agree to be bound by, the Terms of Service. The Company reserves the right to make any amendments to the Terms of Service at any time and for any reason. Such amended version of the Terms of Service will be posted on the Website and it is your sole responsibility to check the Terms of Service for changes. If you do not agree to these Terms of Service, or any future amendments, your sole recourse is to immediately cease use of the Services, the Website, and/or the Software.

Your Obligations

In connection with your use of our Services, the Website, and/or the Software, you shall not knowingly (after taking commercially reasonable precautions) access, store, distribute or transmit any viruses or any material that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other protected grounds of discrimination; or (f) causes damage or injury to any person or property.

You shall not (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, publicly display, demonstrate, transmit or distribute all or any portion of the Services (as applicable) in any form or media or by any means; (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services; (c) access all or any part of the Services, the Website, and/or the Software in order to build a product or service which competes with the Services, the Website, and/or the Software; (d) use the Services, the Website, and/or the Software to provide services to third parties; (e) without the prior written consent of the Company in each case, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services or Software available to any third party; (f) use the Services, the Website, and/or the Software in violation of any applicable

law or outside the scope expressly permitted herein; or (g) use the Services, the Website, and/or the Software in violation of any third party's copyright or in such a manner so as to infringe on a third party's proprietary rights, including, but not limited to, using external search keys for unauthorized materials.

Indemnification

You agree to indemnify and hold harmless the Company, its affiliates, partners, directors, officers, agents and suppliers from and against any and all claims, suits, proceedings, liabilities, damages, losses, fees and expenses (including reasonable attorneys' fees) arising out of or in relation to any claims resulting from your breach of these Terms of Service, or your use of the Services, the Website, and/or the Software, including, but not limited to, your provision of any external search keys into the Software.

Dispute Resolution

For any dispute arising out of or in connection with your use of the Services, the Website, and/or the Software, you agree to proceed as explained below or as otherwise mutually agreed in writing by you and the Company. Before resorting to the procedures below, we encourage you to contact us directly to seek an alternative resolution.

For any dispute arising out of or in connection with your use of the Services, the Website, and/or the Software, which cannot be resolved amicably through *bona fide* good faith negotiations, such dispute shall be referred to final, binding and non-appealable arbitration in Vancouver, British Columbia and resolved by a single arbitrator under the applicable Rules of the Vancouver International Arbitration Centre. The parties agree to use their best efforts to conduct any dispute procedures herein as efficiently and cost effectively as possible.

All claims filed or otherwise brought contrary to these Terms of Service shall be considered improperly filed. You will pay any legal fees or expenses for the Company if: (1) you file a claim contrary to these Terms of Service; (2) the Company notifies you that the claim is improperly filed; and (3) you fail to promptly withdraw the claim. If you fail to win an adjudicated, arbitrated, or otherwise decided, dispute against the Company, you will pay legal costs, fees and expenses incurred by the Company.

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Current as of: January 10, 2022

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IF ANY OF THE FOREGOING LIMITATIONS ARE FOUND TO BE INVALID, THE COMPANY PARTIES' TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION OF ANY KIND OR NATURE WHATSOEVER SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

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