

Effective Date: October, 2012

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The Business Innovators Forum, c/o MaPS, has created these TOU to describe the terms and conditions for your access to this website. Please note that when you access other websites from links on this website, they may have different terms of use.

1. Introduction.

Your use of this Web Site constitutes your knowledge, understanding, and acceptance of these TOU, and your agreement to be bound by these TOU. The Business Innovators Forum may change, edit, modify, delete, revise, or update these TOU from time to time without notice, and your use of this Web Site after any changes, edits, modifications, deletions, revisions, or updates are posted to the Web Site constitutes your agreement to comply with the posted TOU.

2. Trademarks.

The trademarks, trade names, trade dress, logos, and service marks (collectively, the "Trademarks") displayed on this Web Site are the registered and/or unregistered Trademarks of MaPS or Vision Critical its business partners, or such other third party that may own the displayed Trademarks. Nothing contained on this Web Site or in these TOU serves to grant to you, by implication or otherwise, any license or right to use any Trademarks displayed on this Web Site without the written permission of MaPS or Vision Critical or such third party (as applicable) that may own the displayed Trademarks.

3. Web Site Contents and Copyright.

The text, Trademarks, logos, images, graphics, photos, video files, application functionality, or any other digital media, and their arrangement on this Web Site (collectively, "Content") are all subject to patent, copyright, trademark and other intellectual property protection. Content may not be copied for commercial use or distribution, nor may Content be modified, processed, or reposted to other websites. Access to and use of this Web Site is solely for your participation in The Business Innovators Forum for personal use, information, education, entertainment, programs, products and services that may be offered by the Business Innovators Forum or third-parties, and communication with The Business Innovators Forum. You may download, copy or print the Content of this Web Site for your personal non-commercial use only. No right, title or interest in any of the Content of this Web Site is transferred to you as a result of any downloading, copying, printing or use of this Web Site.

4. User Comments and Other Submissions.

While The Business Innovators Forum desires to receive feedback from its program participants, please do not send The Business Innovators Forum any unsolicited creative or original concepts, ideas, materials or products, confidential or proprietary information, or the like ("Submission(s)"). The Business Innovators Forum is under no obligation to use or compensate you for your Submissions. The

Business Innovators Forum will not respond to you regarding your Submissions, and your Submissions will not be returned to you and will not be treated as confidential information.

5. License to Use Submissions.

This Web Site may provide you with the opportunity to submit user-generated or third-party Submissions or other content, photos, artwork, videos, text, graphics, articles and other information you upload, post, display or otherwise provide to the Website (“User Content”). By submitting items to this Web Site, you represent that you own or have all applicable, unencumbered, transferable rights and permissions, including, without limitation, the right of publicity and rights to disclose personally identifiable information contained therein for the purposes outlined herein and in the Privacy Policy, to the Submissions and User Content that you submit and that submission does not violate any law, regulation, or agreement between you and any third party. If your Submission or User Content contains photographs or digital or video images that depict a child that is under the age of majority in their state of residence, you represent that you have written permission from the child's parent or guardian to provide the photo, digital, or video image. If you make a Submission to this Web Site, you automatically grant The Business Innovators Forum a non-exclusive, perpetual, worldwide, unlimited, irrevocable, transferable, assignable, royalty-free license for The Business Innovators Forum to use that Submission or User Content for any lawful purpose whatsoever, including, without limitation, the right to sublicense to third parties for their lawful uses and purposes. Subject to existing laws, you waive any moral rights that you or your licensors may have in any Submission or User Content.

6. No Endorsement or Liability for Content; Prohibited Content.

Although third-party or user-generated Submissions may be posted on this Web Site, the posting of those Submissions or User Content does not constitute The Business Innovators Forum’s endorsement of those Submissions or User Content and you represent and warrant that any statements or opinions contained in any Submissions are your own. The Business Innovators Forum is not responsible or liable for any claim, including, without limitation, loss or injury to real, tangible, or intellectual property, violations of personal privacy or privacy rights, actual, direct, indirect, incidental, consequential or punitive damages, personal injury, or wrongful death in connection with third-party or user-generated Submissions or User Content. In no event will anything contained herein or any area of the Website be construed as a representation or guarantee with respect to any of the Content, Submissions or User Content. We do not guarantee the accuracy, completeness or usefulness of any Content, Submissions or User Content. Furthermore, we do not endorse, nor are we responsible for, the accuracy and reliability of any opinion, advice or statement made on the Website by any third party. We assume no responsibility and no obligation to modify or remove any inappropriate content, and no responsibility for the conduct of the User submitting any such content. We reserve the right, in our sole discretion, to reject, refuse to post or remove any User Content or Submissions posted by you, or to restrict, suspend, or terminate your access to all or any part of the Website at any time, for any or no reason, with or without prior notice, and without liability. We expressly reserve the right to remove or revoke your registration and/or restrict, suspend, or terminate your access to the Website if we determine, in our sole discretion, that you pose a threat to the Website and/or its Users.

The following is a partial list of the type of User Content that is illegal or prohibited to post on or through the Website. Prohibited Content includes, but is not limited to User Content that:

1. is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;

2. harasses or advocates harassment of another person;
3. exploits people in a sexual or violent manner;
4. contains nudity, violence, or offensive subject matter or contains a link to an adult website;
5. solicits personal information from anyone under 13;
6. provides any telephone numbers, street addresses, last names or email addresses;
7. promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
8. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
9. involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, spamming, or spimming;
10. contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
11. furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to, making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
12. solicits passwords from Users or personal identifying information for commercial or unlawful purposes from other Users;
13. involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; or
14. includes a photograph of another person that you have posted without that person's consent.

7. Third-Party Links.

Third-party links on this Web Site may direct you to third-party websites that are not affiliated with or controlled by The Business Innovators Forum that may be located in different countries, and those websites and the products sold on those websites are likely to be subject to the originating country's regulatory or product safety requirements. Some of these third-party websites may offer sweepstakes and contests that will be governed by separate terms and conditions. The Business Innovators Forum is not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions ("Third-Party Products") made in connection with this Web Site and any third-party websites. Please review carefully the third party's policies, practices and rules, and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding Third-Party Products should be directed to the third party.

8. Copyrights and Digital Millennium Copyright Agents.

Pursuant to our rights under the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512, we have designated a copyright agent to receive copyright infringement notices for claims of infringement related to materials found on this Web Site. Our copyright agent is The Business Innovators Forum' Intellectual Property Counsel. The agent can be reached at privacyofficer@visioncritical.com, or via U.S. Mail at:

Vision Critical
200 Granville Street
Mezzanine Floor
Vancouver, BC
V6C 1S4 Canada

9. DMCA Infringement Notification.

To be effective, your infringement notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material or content that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or have access disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, including address, telephone number and email address where the complaining party may be contacted;
5. The following statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law"; and
6. The following statement: "The information in this notification is accurate, and under penalty of perjury, I swear that I am the copyright owner or that I am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

Upon receipt of the written notification containing the information as outlined in 1 through 6 above:

1. The Business Innovators Forum will remove or disable access to the content that is alleged to be infringing;
2. The Business Innovators Forum will forward the written notification to the alleged infringer; and
3. The Business Innovators Forum will take reasonable steps to promptly notify the alleged infringer that we have removed or disabled access to the content.

DMCA Infringement Counter Notification.

Pursuant to the DMCA, after the alleged infringer receives a notice of infringement from The Business Innovators Forum, the alleged infringer will have the opportunity to respond to The Business Innovators Forum with a counter notification ("Counter Notification"). To be effective, a Counter Notification must be a written communication provided to The Business Innovators Forum' designated copyright agent, and must include the following:

1. A physical or electronic signature of the subscriber;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled;
3. The following statement: "I swear under penalty of perjury that it is my good faith belief that the material identified above was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled"; and
4. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of the federal district court for the judicial district in which the subscriber's address is located, or if the subscriber's address is outside of the United States, any judicial district in which The Business Innovators Forum may be found, and that the subscriber will accept service of process from the person who provided notification or an agent of such person.

Upon the copyright agent's receipt of a Counter Notification containing the information as outlined in 1 through 4 above, the DMCA provides that the removed material will be restored or access re-enabled and we will comply with this requirement as required by law, provided that the designated agent has not received notice from the original complaining party that an action has been filed seeking a court order to restrain the subscriber from engaging in infringing activity relating to the material on our network.

10. Prohibited Uses.

In addition to other prohibitions as set forth in these TOU, you are prohibited from using the Web Site or its Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights or privacy rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code or take any other action that will or may be used in any way that will affect the functionality or operation of this Web Site, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of this Web Site, other websites, or the Internet. We reserve the right to terminate your use of the Web Site for violating any of the prohibited uses.

11. Registration, Accounts and Passwords.

In order to participate in certain areas of our Web Site, you will need to register for an account. You agree to (a) create only one account; (b) provide accurate, truthful, current and complete information when creating your account; (c) maintain and promptly update your account information; (d) maintain the security of your account by not sharing your password with others and restricting access to your account and your computer; (e) promptly notify us if you discover or otherwise suspect any security breaches relating to the Web Site; and (f) take responsibility for all activities that occur under your account and accept all risks of unauthorized access. You are responsible for all direct or indirect damages and liable for all activity conducted on this Web Site that can be linked or traced back to your username or password.

12. Web Site Updates.

The Business Innovators Forum undertakes no obligation to update, amend or clarify information on this Web Site, including pricing or rewards information, except as required by law. No specified update or refresh date applied on this Web Site should be taken to indicate that all information on the Web Site has been modified or updated. Please remember when reviewing information on this Web Site that such information may not represent the complete information available on a subject. In addition, subsequent events or changes in circumstances may cause existing information on this Web Site to become inaccurate or incomplete. On occasion, information on this Web Site may contain errors, including, without limitation, typographical errors, inaccuracies, or omissions related to product availability, special offers, product promotions, product descriptions, or product shipping charges and transit times. The Business Innovators Forum reserves the right to, at any time and without prior notice, correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the Web Site is inaccurate (including after you have submitted your points for redemption).

13. Limitations on Liability

YOU ACKNOWLEDGE, BY YOUR USE OF THIS WEB SITE: (1) THAT YOUR USE OF THIS WEB SITE IS AT YOUR SOLE RISK; (2) THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT THAT YOU USE IN CONNECTION WITH YOUR USE OF THIS WEB SITE; AND (3) THAT THE BUSINESS INNOVATORS FORUM WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF OR INABILITY TO USE OUR WEB SITE, INCLUDING, WITHOUT LIMITATION, FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, COMPUTER VIRUS, OR NETWORK OR INTERNET FAILURE, OR INCLUDING, WITHOUT LIMITATION, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, COMPENSATORY OR CONSEQUENTIAL DAMAGES, LOST PROFITS AND/OR LOSS OF OR DAMAGE TO PROPERTY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF THE BUSINESS INNOVATORS FORUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE BUSINESS INNOVATORS FORUM', ITS AFFILIATES', AGENTS', LICENSORS' OR SUPPLIERS' TOTAL LIABILITY FOR ANY CLAIMS RELATED TO THIS WEB SITE EXCEED FIFTY (\$50) DOLLARS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE BUSINESS INNOVATORS FORUM', ITS AFFILIATES', AGENTS', LICENSORS' AND SUPPLIERS' DAMAGES IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

14. Disclaimer.

THE CONTENT PROVIDED ON THIS WEB SITE IS PROVIDED "AS IS" AND "WITH ALL FAULTS." THE BUSINESS INNOVATORS FORUM MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO ITS USE, AVAILABILITY, CONTENT ACCURACY, APPROPRIATENESS OR PERFORMANCE OF THIS WEB SITE. AS A USER, YOU ASSUME ALL RISKS AND RESPONSIBILITIES FOR YOUR USE OR NON-USE OF THE WEB SITE, AND THE BUSINESS INNOVATORS FORUM MAKES NO REPRESENTATION THAT THE CONTENT APPEARING ON OR DOWNLOADED FROM THIS WEB SITE IS COMPATIBLE WITH YOUR COMPUTER OR FREE FROM ERROR OR VIRUSES. NO BUSINESS INNOVATORS FORUM EMPLOYEE, AGENT OR REPRESENTATIVE IS AUTHORIZED TO MODIFY OR AMEND THIS WARRANTY. TO THE EXTENT ALLOWABLE BY EXISTING LAW; THE BUSINESS INNOVATORS FORUM DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF TITLE OR NON-INFRINGEMENT, WITH RESPECT TO THIS WEB SITE AND ITS CONTENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE BUSINESS INNOVATORS FORUM RESERVES THE RIGHT TO ALTER OR REMOVE WEB SITE CONTENT, OR SUSPEND OR TERMINATE YOUR USE IN ANY WAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND THE BUSINESS INNOVATORS FORUM WILL NOT BE LIABLE IN ANY WAY FOR POSSIBLE CONSEQUENCES OF THAT ACTION.

15. INDEMNIFICATION.

YOU AGREE TO INDEMNIFY AND HOLD THE BUSINESS INNOVATORS FORUM, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, BUSINESS PARTNERS AND AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, ARISING FROM OR RELATED TO YOUR USE OF THIS WEB SITE OR BREACH OF THESE TOU.

16. Termination.

The TOU will remain in effect until you notify us that you no longer wish to use the Web Site and you cease using the Web Site. If you resume use of the Web Site, you agree to the TOU then in effect.

Notwithstanding anything in this TOU to the contrary, the parties understand and agree that all terms and conditions of these TOU that may require continued performance, compliance, or effect beyond the termination date of this TOU will survive termination of these TOU and will be enforceable by the parties, including but not limited to Sections 2, 3, 5, 6, 7, 8, 9, 13, 14, 15, 16, 17 and 18. The Business Innovators Forum may also terminate these TOU at any time and may do so immediately without notice, and accordingly deny you access to this Web Site, if in The Business Innovators Forum' sole discretion, you fail to comply with any term or provision of these TOU. Upon any termination of these TOU by either you or The Business Innovators Forum, you must promptly destroy all materials downloaded or otherwise obtained from this Web Site, as well as copies of such materials, whether made under these TOU or otherwise.

17. Choice of Law and Forum; Consent to Electronic Communications.

These TOU will be governed and construed in accordance with the laws of the State of Massachusetts, without regard to its conflicts of law rules. For all disputes arising out of or relating to this Web Site or TOU, you submit to exclusive personal jurisdiction and venue of the state and federal courts located in Suffolk County, Massachusetts.

18. Notice.

When you visit this Web Site or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Web Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You may mail notices to:

Vision Critical
200 Granville Street
Mezzanine Floor
Vancouver, BC
V6C 1S4 Canada.

19. No other Agreements.

By using the Web Site and thus agreeing to these TOU, you represent that you are at least the age of majority in your state of residence or geopolitical jurisdiction, or that you are the age of majority in your state of residence or geopolitical jurisdiction and you have given The Business Innovators Forum your consent to allow any of your minor dependents to use this Web Site. The provisions and conditions of these TOU constitute the entire agreement between you and The Business Innovators Forum related to the use of the Web Site and supersedes any prior agreements or understandings not incorporated in these TOU. These TOU are effective as of the Effective Date. Any use of the Web Site by you after the Effective Date constitutes your acceptance of these TOU. Should you have any questions concerning these TOU, or if you desire to contact The Business Innovators Forum for any reason, please contact privacyofficer@visioncritical.com.