

## **TERMS OF USE**

Welcome to our Website. By continuing to browse or otherwise access this Website, you agree to comply with and be bound by the following Terms of Use, which govern the Company's relationship with you in relation to this Website.

1. **Interpretation.** The terms "Company", "us", "our" and "we" refer to CKM SportWork Connecting Inc., whose office is located at 201-555 West Georgia Street, Vancouver, British Columbia, Canada V6B 1Z6. The terms "you" and "your" refer to the user or viewer of our Website. The term "Website" refers to the connected group of pages maintained by us at [www.sportworkconnect.com](http://www.sportworkconnect.com) (but, for certainty, does not include any other websites or pages, including those that may link to the Website, such as [eliteprospects.com](http://eliteprospects.com)).
2. **Purpose and Services.** The purpose of the Website is to act as a conduit to connect ice hockey players with ice hockey teams with respect to playing opportunities in ice hockey leagues around the world. Representations made regarding services provided by such hockey players and hockey teams are and will be made by such parties and not the Company. The Company will not have any authority to bind or commit a hockey player or a hockey team, but will earn a fee in the event that a hockey player and a hockey team enter into an agreement as a result of using the Website. Such fee (together with all applicable taxes) will be payable by the hockey team on a monthly basis over the term of the contract (and any renewal thereof) or as may otherwise be required by the Company and agreed to by the hockey team from time to time. The Company will not be liable or responsible in any manner for any dealings between hockey players and hockey teams before or after the formation of an agreement between such parties. You agree that any opportunities identified or provided through the Website will be completed exclusively on and through the Website and that you will not do anything, directly or indirectly, that is intended to or has the effect of circumventing the services provided through the Website. You acknowledge and confirm that you are not bound by any law or contract (including a contract with an agent or other advisor or intermediary) that prevents or limits your ability to use the Website or that does or may expose the Company to any third party claims or liability.
3. **Website Use and Content.** The content of the Website is subject to change without notice. Your use of any information or materials on this Website is entirely at your own risk, for which we will not be liable; it will be your own responsibility to ensure that any services or information available through this Website meet your specific requirements. This Website contains material which is owned by or licensed to us that includes the design, layout, look, appearance, graphics and data. Reproduction of the Website or any portion thereof is strictly prohibited. Unauthorized use of this Website may give rise to a claim for damages and/or constitute a criminal offence. From time to time, this Website may also include links to other Websites (including [eliteprospects.com](http://eliteprospects.com)); these links are provided for your convenience to provide further information and do not signify that we endorse such Websites and we have no responsibility for the content of such Websites.
4. **Registration and Password.** You are responsible to maintain the confidentiality of your password and other authentication particulars that are necessary or desirable in connection with the Website. You agree to immediately notify the Company of any unauthorized use of your user account or password. We reserve the right to limit or cancel your registration and use of the Website at any time for any reason.
5. **Conduct.** You agree, in using this Website or any service provided by us, that you will not: (a) provide any content or perform any conduct that may be unlawful, illegal, threatening, harmful, abusive, harassing, stalking, tortuous, defamatory, libelous, vulgar, obscene, offensive, objectionable, pornographic or interfere or interrupt the Website or any service provided; (b) provide or use this Website and any content in any manner that would involve junk mail, spam, chain letters or any other form of unauthorized advertising without the Company's prior written consent; or (c) provide any information that is not truthful or accurate in all respects. You agree to promptly provide us with all information and documentation that we may reasonably request from time to time in connection with your use of the Website and the services provided through the Website. You also agree to at all

times act in good faith with the Company and other users of the Website (including hockey players and hockey teams).

6. **Indemnification.** You agree to indemnify and hold the Company and its subsidiaries, affiliates, related parties, officers, directors, employees, agents, independent contractors, advertisers and partners harmless from any claim or demand, including reasonable legal fees, that may be made by any third party that is due to or arising out of your conduct or connection with this Website or service, your violation of these Terms of Use or any other violation of the rights of another person or party.
7. **Disclaimer of Warranties for Service.** You understand and agree that use of this Website and any services or content provided is made available and provided to you at your own risk. The Company expressly disclaims all warranties of any kind, implied or expressed.
8. **Limitation of Liability.** You expressly understand and agree that the Company will not be liable for any direct, indirect, special, incidental, consequential or exemplary damages, including damages for loss of profits, goodwill, use, data or other intangible loss, resulting from or arising out of your use of the Website. Any liability of the Company in any way connected with services provided to you, your use of the Website or otherwise, in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, will be limited to an amount equal to fees actually paid by you to the Company in consideration for such use or services.
9. **Reservation of Rights.** The Company reserves all of its rights, including any and all copyrights, trademarks, patents, trade secrets, and any other proprietary right that the Company may have in the Website, its content, and the goods and services that may be provided by or through the Company. The use of the Company's rights and property requires the Company's prior written consent. Without limiting the generality of the foregoing, we are not providing you with any implied or express licenses or rights by making services available and you will have no rights to make any commercial uses of our Website or service without the Company's prior written consent.
10. **Miscellaneous.** In the event that these Terms of Use conflict with any law under which any provision may be held invalid by a court with competent jurisdiction, such provision will be interpreted to reflect the original intentions of the Terms of Use in accordance with applicable law, and the remainder of these Terms of Use will remain valid and intact. The failure of you or the Company to assert any right under these Terms of Use will not be considered a waiver of any that person's right and that right will remain in full force and effect. We may assign or subcontract our rights and obligations under these Terms of Use and upon such assignment we will be relieved of any further obligation. Without limiting the generality of the foregoing, you acknowledge and agree that CKM Sports Management Ltd. and other affiliates of the Company may provide some or all services on behalf of the Company.
11. **Applicable Law.** These Terms of Use, as well as your use of this Website and any dispute arising out of such use or misuse of the Website or services, will be governed by and construed, interpreted and enforced in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein. By registering or using this Website and service, you consent and submit to the exclusive jurisdiction of the province of British Columbia with respect to any matter arising from or relating to these Terms of Use and your use of this Website.