

# TERMS OF USE

This user agreement governs our relationship with users and others who interact with UrbanQuest. By using or accessing UrbanQuest, you agree to this Statement.

## 1. General

Your use of our Internet sites that post a link to these Terms of Use (these "Terms") or any of the products or services offered on those sites (collectively, the "Services") is subject to these Terms. We may modify these Terms at any time without notice to you by posting revised Terms on our sites. Your use of our sites constitutes your binding acceptance of these Terms, including any modifications that we make.

Some of the Services may be subject to additional posted conditions. Your use of those Services is subject to those conditions, which are incorporated into these Terms by reference. In the event of an inconsistency between these Terms and any additional posted conditions, the provisions of the additional conditions shall control.

We have the right, but not the obligation, to take any of the following actions in our sole discretion at any time and for any reason without giving you any prior notice:

1. Restrict, suspend, or terminate your access to all or any part of our Services;
2. Change, suspend, or discontinue all or any part of our Services;
3. Refuse, move, or remove any material that you submit to our sites for any reason;
4. Refuse, move, or remove any content that is available on our sites;
5. Deactivate or delete your accounts and all related information and files in your account;
6. Establish general practices and limits concerning use of our sites.

You agree that we will not be liable to you or any third party for taking any of these actions.

You understand and agree that our Services may include communications such as service announcements and administrative messages from us or from our partners and that these communications are considered part of the Services. You will not be able to opt out of receiving these messages. You also understand that our Services may include advertisements.

## 2. Content on our sites

Our sites include a combination of content that we create, that our partners create, and that our users create. All materials published on our sites, including, but not limited to, written content, photographs, graphics, images, illustrations, marks, logos, sound or video clips, clue sequences, games, quest content, and Flash animation, are protected by our copyrights or trademarks or those of our partners. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or content on our sites in whole or in part. If you would like to request permission to use any of the content on our sites, please review our copyright notice.

You are solely responsible for all materials, whether publicly posted or privately transmitted, that you upload, post, e-mail, transmit, or otherwise make available on our sites ("Your Content"). You certify that you own all intellectual property rights in Your Content. You hereby grant us, our affiliates, and our partners a worldwide, irrevocable, royalty-free, nonexclusive, sublicensable license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute, and publish Your Content and subsequent versions of Your Content for the purposes of (i) displaying Your Content on our sites, (ii) distributing Your Content, either electronically or via other media, to users seeking to download or otherwise

acquire it, and/or (iii) storing Your Content in a remote database accessible by end users, for a charge. This license shall apply to the distribution and the storage of Your Content in any form, medium, or technology now known or later developed.

Our site contains content that we create as well as content provided by third parties. This content may include information about products and services offered by parties other than UrbanQuest. We do not guarantee the accuracy, the integrity, or the quality of the content on our sites, and you may not rely on any of this content. Without limitation, we are not responsible for postings by users on the feedback sections of our sites.

You may be exposed to content that you find offensive, indecent, or objectionable or that is inaccurate, and you bear all risks associated with using that content. We have the right, but not the obligation, to remove any content that may, in our sole discretion, violate these Terms or that is otherwise objectionable.

### **3. Third-party sites, products, and Services**

Our sites may contain links to other Internet sites owned by third parties. Your use of each of those sites is subject to the conditions, if any, that each of those sites has posted. We have no control over sites that are not ours, and we are not responsible for any changes to or content on them. Our inclusion on our sites of any third-party content or a link to a third-party site is not an endorsement of that content or third-party site.

We do not license any of the products or the services that we list, or advertise on our sites, and we disclaim any responsibility for or liability related to them. Your correspondence or related activities with third parties, including payment transactions and goods-delivery transactions, are solely between you and that third party. You agree that we will not be responsible or liable for any loss or damage of any sort incurred as the result of any of your transactions with third parties. Any questions, complaints, or claims related to any product or service should be directed to the appropriate vendor.

### **4. UrbanQuest fee-based services**

Some of the Services require you to pay a fee. You agree to pay all fees and charges that you incur. Unless otherwise noted, all currency references are in Canadian dollars. We may, upon notice if required by applicable laws, at any time change the amount of, or basis for determining, any fee or charge, or institute new fees or charges. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable.

Currency: All references to dollars or "\$" on Urbanquest.com are references to Canadian dollars. All transactions (including purchases, entry fees, deposits and withdrawals) will be denominated in Canadian dollars unless otherwise expressly stated. If you make a deposit that is denominated in a currency other than Canadian dollars, please be aware that the funds will be converted into Canadian dollars by our Payment Processors or your financial institution and you may be charged a service fee for such conversion. Please also be aware that Payment Processors or your financial institution may use different conversion rates for deposit and refund transactions. The conversion rate used is not under the control of the Company and we recommend that you contact your financial institution directly for more information.

### **5. Privacy policy**

All of the information that we collect from you, such as registration and credit card information, is subject to our privacy policy.

### **6. Your conduct on our sites**

If we request registration information from you, you will provide us with true, accurate, current, and complete information. You will promptly update your registration to keep it accurate, current, and complete. If we issue you a password, you may not reveal it to anyone else. You may not use anyone else's password. You are responsible for maintaining the confidentiality of your accounts and passwords. You agree to immediately notify us of any unauthorized use of your passwords or accounts or any other breach of security. You also agree to exit from your accounts at the end of each session. We will not be responsible for any loss or damage that may result if you fail to comply with these requirements.

The technology and the software underlying our sites and the Services is the property of UrbanQuest, our affiliates, and our partners. You agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying our sites or the Services. You agree not to modify the software underlying our sites in any manner or form or to use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorized access to our sites.

Without limiting the foregoing, you agree that you will not use our sites to take any of the following actions:

1. Defame, abuse, harass, stalk, threaten, or otherwise violate the legal right of others;
2. Publish, post, upload, e-mail, distribute, or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful content;
3. Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, our sites, any software or hardware, or telecommunications equipment;
4. Advertise or offer to sell any goods or services for any commercial purpose unless you have our written consent to do so;
5. Transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
6. Download any file that you know or reasonably should know cannot be legally obtained in such manner;
7. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
8. Restrict or inhibit any other user from using and enjoying any public area within our sites;
9. Collect or store personal information about other end users;
10. Interfere with or disrupt our sites, servers, or networks;
11. Impersonate any person or entity, including, but not limited to, a CBS Interactive representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
12. Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through our sites or to manipulate your presence on our sites;
13. Take any action that imposes an unreasonably or disproportionately large load on our infrastructure;
14. Engage in any illegal activities.

You agree to use our bulletin board services, chat areas, news groups, forums, communities and/or message or communication facilities (collectively, the "Forums") only to send and receive messages and material that are proper and related to that particular Forum.

If you choose a username that, in our sole discretion, is obscene, indecent, abusive or that might otherwise subject us to public disparagement or scorn, we reserve the right, without prior notice to you, to automatically change your username, delete your posts from our sites, deny you access to our sites, or any combination of these options.

Unauthorized access to our sites is a breach of these Terms and a violation of the law. You agree not to access our sites by any means other than through the interface that is provided by UrbanQuest for use in accessing our sites. You agree not to use any automated means, including, without limitation, agents, robots, scripts, or

spiders, to access, monitor, or copy any part of our sites, except those automated means that we have approved in advance and in writing.

Use of our sites is subject to existing laws and legal process. Nothing contained in these Terms shall limit our right to comply with governmental, court, and law-enforcement requests or requirements relating to your use of our sites.

## **7. Rights to Promotional Activities**

By registering for an account, you agree that Urbanquest.com may display your username and other information collected through Urbanquest.com. By accepting any prize from Urbanquest.com, you agree to allow Urbanquest.com to print, publish, broadcast and use, worldwide, in any media and at any time, your name, picture, voice, likeness, and/or biographical information for promotional or related purposes without additional compensation.

## **8. Indemnification**

You hereby agree to indemnify, defend and hold UrbanQuest and all of our officers, directors, owners, employees, agents, information providers, affiliates, partners, and licensors (collectively, the "UrbanQuest Parties") harmless from and against any and all liability, losses, costs, and expenses (including attorneys' fees) incurred by any UrbanQuest Party in connection with any claim, including, but not limited to, claims for defamation, violation of rights of publicity and/or privacy, copyright infringement, or trademark infringement arising out of:

1. Your use of our sites;
2. Any use or alleged use of your accounts or your passwords by any person, whether or not authorized by you;
3. The content, the quality, or the performance of content that you submit to our sites;
4. Your connection to our sites;
5. Your violation of these Terms; or
6. Your violation of the rights of any other person or entity.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

## **9. Disclaimers**

We disclaim any responsibility for the deletion, the failure to store, the misdelivery, or the untimely delivery of any information or material. We disclaim any responsibility for any harm resulting from downloading or accessing any information or material on the Internet using search results from our sites. We disclaim any responsibility for, and if you subscribe to one of our fee-based services you will not be entitled to a refund as a result of, any service outages that are caused by our maintenance on the servers or the technology that underlies our sites, failures of our service providers (including telecommunications, hosting, and power providers), computer viruses, natural disasters or other destruction or damage of our facilities, acts of nature, war, civil disturbance, or any other cause beyond our reasonable control.

WE DO NOT WARRANT THAT OUR SITES WILL BE UNINTERRUPTED OR ERROR FREE. IN ADDITION, WE DO NOT MAKE ANY WARRANTY AS TO THE CONTENT ON OUR SITES. OUR SITES AND THEIR CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. ANY MATERIAL THAT YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH OUR SITES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY POTENTIAL DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM

YOUR DOWNLOAD OF ANY SUCH MATERIAL. NEITHER WE NOR ANY OF OUR PARTNERS MAKES ANY WARRANTY THAT (i) OUR SITES WILL MEET YOUR REQUIREMENTS, (ii) OUR SITES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SITES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL THAT YOU PURCHASE OR OBTAIN THROUGH OUR SITES WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS WILL BE CORRECTED. NEITHER WE NOR ANY OF OUR PARTNERS MAKES ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO OUR SITES, ANY CONTENT, OR ANY OF OUR SERVICES, TOOLS, PRODUCTS, OR PROPERTIES. YOU EXPRESSLY AGREE THAT YOU WILL ASSUME THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF OUR SITES AND THE ACCURACY OR COMPLETENESS OF ITS CONTENT.

NEITHER WE NOR OUR PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE OUR SITES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THAT OF OUR THIRD-PARTY CONTENT PROVIDERS AND THEIR RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## **10. Miscellaneous**

We may be required by federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on our sites or delivering them to you through e-mail. You may update your e-mail address by visiting the Services where you have provided contact information. If you do not provide us with accurate information, we cannot be held liable if we fail to notify you. You have the right to request that we provide such notices to you in paper format, and may do so by contacting UrbanQuest by email: [contact@urbanquest.com](mailto:contact@urbanquest.com).

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our sites or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

These Terms, including all terms, conditions, and policies that are incorporated into these terms by reference, constitute the entire agreement between you and UrbanQuest and govern your use of our sites, superseding any prior agreements that you may have with us.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in effect.