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- (f) You may not modify the manner in which the Licensed Software or Services are displayed by you or any other user or the Services are used, nor may you use any device, software or routine to interfere or attempt to interfere with the proper functioning or display of the Licensed Software the proper display, operation and usage of the Services or the Content.
- (g) You shall not, and shall not permit others to: (i) use such trademarks and copyrightable information in any way, except as expressly provided herein and by the owner thereto; or (ii) remove, alter, cover or obscure any confidentiality, trade secret, proprietary or copyright notices, trade-marks or other intellectual property or identifying marks or designs from any component of the Licensed Software, Services, or Content and any information thereon
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- (f) YOU EXPRESSLY WAIVE YOUR RIGHT TO A TRIAL BY JURY AND YOUR RIGHT TO BRING A CLASS OR REPRESENTATIVE ACTION OR ANY OTHER FORM OF ACTION ON BEHALF OF ANY GROUP OF PERSONS OR ENTITIES IN ANY DISPUTE ARISING FROM YOUR USE OF THE LICENSED SOFTWARE, SERVICES OR CONTENT, OR ANY ACTS OR OMISSIONS BY TURNSTYLE WITH RESPECT TO THE SAME.

11. Indemnification.

You agree to indemnify, save, defend and hold the TURNSTYLE Parties harmless from any claim or demand, including any and all losses, liabilities, claims, demands, damages, costs or expenses (including reasonable attorney's fees), causes of action, suits, proceedings, judgments, awards, executions, and liens, whether brought by third parties or otherwise, due to or arising out of: (i) your breach of this EULA, the Privacy Policy or any other agreement, instrument or document referred to herein; (ii) your violation of any law or your violation of the rights of a third party, including the infringement by you of any intellectual property or other proprietary, confidentiality or contract right of any person or entity; or (iii) any use of the Licensed Software, Services or Content other than as expressly permitted herein.. TURNSTYLE reserves the right to assume the exclusive defence and control of any matter subject to indemnification by you, which will not excuse your indemnity obligations under this section. You agree not to settle any matter subject to the foregoing indemnification obligations without the express consent and approval of the affected TURNSTYLE Party, which may be granted or withheld in its sole discretion.

12. Termination.

This EULA shall be perpetual until amended or superseded. We may terminate this EULA, or terminate, suspend or restrict your use of or access to the Licensed Software, Services or Content, at any time, for any other reason (or for no reason), which termination, suspension or restriction may be with or without notice. Upon termination or suspension, your right to access the Licensed Software, Services or Content will immediately cease. We may discontinue, temporarily or permanently, all or part of the Licensed Software, Services or Content with or without notice. If your access to the Licensed Software, Services or Content is suspended or terminated by us you agree that you will not attempt to access any of the same by any alias or other disguised or fraudulent identity or otherwise without our express prior written approval which we may grant or withhold in our sole discretion. We reserve the right to terminate Services and suspend or restrict access to Licensed Software or Content at any time with or without notice.

13. Remedies.

In addition to and without limiting any remedies provided by law or in equity, or as provided elsewhere in this EULA, our Privacy Policy, our other policies, or agreements, we may investigate complaints related to your use of the Licensed Software, Services or Content, and alleged violations of this EULA or any policy or agreement, and to take any action we deem necessary and appropriate in connection with such complaints and violations. Such action may include reporting any suspected activity that is in violation of any law, agreement, or policy to law enforcement officials, regulators, or other third parties. In addition, we may disclose any information necessary or appropriate to such persons or entities, including personal information, relating to such complaints and violations. You agree that monetary damages may not provide a sufficient remedy to us for violations of this EULA and you consent to injunctive or other equitable relief for such violations.

14. Modifications to Licensed Software, Services.

We may modify or cease providing all or part of the Licensed Software or Services at any time, including adding or deleting content or features or disabling certain portions of the Licensed Software. Any modification the Licensed Software or elimination of all or part of the Services will be done in our discretion and without an ongoing obligation or liability to you. The term “**modification**” means any revision, updating, amendment, change, modification, improvement, enhancement, add-on or development and the term “**modify**” means to revise, update, amend, change, modify, improve, enhance, add-on or develop.

15. Modification, Amendment.

We may modify or supplement this EULA at any time. If we make material changes to the EULA we will post a notice prominently in the "Terms" area of our website located at <https://getturnstyle.com/legal/wifiterms> for a period of at least seven (7) days after such changes have been implemented indicating that the EULA has been changed, provided that our failure to do so shall not render any such amendment ineffective or unenforceable. All amended Terms become effective upon the earlier of (1) your use of the Licensed Software or access to the Services or Content after such revisions have been made, or (2) seven days after such revisions have been made. Your use of Licensed Software or access to the Services or Content after such revisions have been made constitutes the your acceptance of any modifications to the EULA. If you do not agree with any changes to the EULA you must cease using or accessing the Licensed Software, Services or Content. Except as provided in this Section 15, this

EULA may only be modified in writing in an agreement signed by TURNSTYLE. Our failure to enforce our rights and remedies available to us with respect your breach of this EULA or any other policies or agreements shall not constitute a waiver of such breach nor of any prior, concurrent, or subsequent breach of the same or any other provision.

16. General.

- (a) This Agreement is governed, construed and interpreted by the law of Ontario and the federal laws of Canada applicable thereto. Unless otherwise agreed to by TURNSTYLE and you in writing, You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Ontario, Canada and the venue of the courts of Ontario sitting in the City of Toronto, Ontario, Canada in respect of any disputes relating to or arising out of this Agreement.
- (b) If any term or condition in this EULA or any instrument or document referred to herein is determined to be void or unenforceable, such void or unenforceable term or condition, is hereby conceded to be severable from the balance of this EULA or any instrument or document referred to herein; such a determination shall not, in any event, affect or impair the validity of the balance of the terms and conditions set out in this EULA, nor shall it affect or impair the validity of any other terms and conditions herein contained or contained in any instrument or document referred to herein.
- (c) The EULA and any instrument and document referred to herein shall extend to and enure to the benefit of the TURNSTYLE Parties and be binding upon TURNSTYLE and the End User and their respective heirs, administrators, successors and assigns, as applicable.
- (d) The confidentiality, intellectual property and indemnification provisions referred to in EULA and any agreement or document referred to herein shall survive the termination or expiration of this EULA.
- (e) Any attempt by any person to undermine the legitimate operation of the Licensed Software may be a violation of criminal and civil law, and, should such an attempt be made, TURNSTYLE reserves the right to seek damages from any such person to the fullest extent permitted by law. TURNSTYLE's failure to enforce any aspect of this EULA shall not constitute a waiver of that, or any other, provision.
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- (g) The relationship of TURNSTYLE and any End User is solely that of independent contractors and neither one shall have any authority to act for or bind the other.
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- (j) Should you have any questions concerning this Agreement, or if you desire to contact TURNSTYLE for any reason, please contact Liam Saunders, located at:

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