

## **CanSurround Terms & Conditions of Use (“Terms of Use”)**

(Last revised: December 1, 2014, reviewed September 2017)

Welcome to CanSurround’s mobile and Web-based platform that provides integrated services to support the reduction of psychosocial distress in the cancer experience for both patients and those caring for patients (collectively, “**Services**”). The Services are available through this website (“**Website**”) as well as through a mobile browser on a phone or tablet (“**Mobile Site**”) and together with the “Website” collectively, the “**Site**”). The Site and the Services are accessible by Patients (defined below) and Caregivers or Supporters (defined below).

CanSurround, PBC (“**CanSurround**,” “**we**,” or “**us**”) owns and operates the Site. These Terms of Use apply to the Services provided through the Site by CanSurround and CanSurround’s vendors and partners.

Please read the following carefully. This is a legally binding agreement between you as a User (as defined below) and CanSurround. These Terms of Use together with all amendments, addenda, and licenses, and collectively with all CanSurround’s rules and policies, including the CanSurround Privacy Notice, constitute the “**Agreement**” between you and us for your access to and use of the Services and the Site. By accessing or using the Services (including the Website and the Mobile Site) you signify that you have read the Agreement and that you understand and agree to be bound by the Agreement. If you are accessing or using the Services on behalf of any business, organization, or other entity of any kind, you represent and warrant that you are authorized (a) to accept these terms on its behalf and (b) to bind such business, organization, or entity to the Agreement.

If you have not read the Agreement, do not understand or agree to be bound by the Agreement, or are not able to consent to be bound by the Agreement (e.g., if you are not old enough to enter into a binding legal contract), do not use the Services.

PLEASE BE AWARE THAT THE SERVICES (INCLUDING THE WEBSITE AND THE MOBILE SITE) ARE NOT TO BE USED FOR EMERGENCIES AND WE DISCLAIM ALL LIABILITY FOR USE OF SERVICES IN CONNECTION WITH EMERGENCIES. IF YOU ARE A PATIENT, PLEASE GO TO YOUR NEAREST HOSPITAL IN THE EVENT OF AN EMERGENCY.

### **Definitions**

The term “**Services**” includes (1) all of the features and functionality of both the Mobile Site and the Website (referred to collectively as the “**Site**”), (2) all of the content accessible through the Mobile Site and Website (i.e., everything on the Site, whether accessible online wirelessly or electronically or offline after, e.g., downloading and printing), and (3) all Services provided by or otherwise made available to you through the Site.

The term “**User**” refers to you as a Site user, regardless of the means by which you access the Services. As a user, you may be (1) a patient (“**Patient**”) or (2) another individual who is a

caregiver or supporter of a patient (each, a “**Caregiver**” or “**Supporter**” and together with a Patient, each a “**User**”).

The term “**Personal Information**” refers to any User information collected or available through the Site.

### **Purpose of the Services**

The Site provides different Services to different Users, and not all Services will necessarily be used by or for every User.

### **Scope of these Terms of Use**

We maintain the Site for your personal use. By using the Site, or by bypassing the Agreement or these Terms of Use in any way (for example, by linking to a page within this Site), you are entering into an agreement with us to be bound by the then-current version of the Agreement, including these Terms of Use. You are also bound by all applicable laws. The Agreement is the entire agreement between you and us relating to your use of the Site. We have the right to revise the Agreement at any time, including for example any rules or postings on the Site related to using specific features of the Site (such as how to establish an account), and such revisions shall be effective when we post them on the Site.

### **Representations and Warranties**

If you are a Patient, you represent and warrant that:

- (1) You are acting on behalf of yourself personally and that you will use Site solely for management of your cancer-related distress;
- (2) You will input accurate information about yourself. If you discover any inaccurate information in the Site regarding you or your condition, you agree to take all reasonable steps necessary to correct such inaccurate information;
- (3) You understand that a Supporter, invited by you, may use the Site for your support and may have access to information you enter on the Site and choose to share and you have read the representations and warranties for a Supporter in the section below;
- (4) Clinical treatment and medications prescribed by your healthcare provider and the coverage under your health plan shall be determined independent of, and without input from, the Site;
- (5) The Site is designed to help you manage your psychosocial distress associated with your medical condition, but you are ultimately responsible for your own treatment and care. The content provided by the Site does not constitute medical advice or a substitute for seeing your provider responsible for your treatment and care of your condition; The site is not intended to be a substitute for professional medical advice, diagnosis, or treatment of depression, anxiety,

PTSD or any other medical condition. Always seek the advice of your psychologist, psychiatrist or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the CanSurround website.

- (6) If you experience any serious problem or need immediate medical assistance, you shall immediately call your healthcare provider or 911 for emergency help; and
- (7) You consent to our communicating with you through email sent to the email address you provide when you register or by SMS sent to the mobile number you provide when you register, provided that we shall not be responsible for the cost of Internet, mobile, wireless, and other communications services necessary for you to receive such email or SMS messaging.

If you are a Caregiver or Supporter, you represent and warrant that:

- (1) You are a Caregiver, family member, friend, or co-worker of, and have registered on the site or been invited by a Patient or Caregiver to use the Site;
- (2) The Site is designed to help you support the Patient for whom you are caring or who invited you and manage your psychosocial distress associated with your loved one's, co-worker's or friend's medical condition, but you are ultimately responsible for your own treatment and care. The content provided by the Site does not constitute medical advice or a substitute for seeing your provider responsible for your treatment and care if warranted;
- (3) If you are a Caregiver, you understand that a Supporter, invited by you, may use the Site for your support and may have access to information you enter on the Site and choose to share and you have read the representations and warranties for a Supporter in the section below;
- (3) If you experience any serious problem or need immediate medical assistance, you shall immediately call your healthcare provider or 911 for emergency help; and
- (4) You consent to our communicating with you through email sent to the email address you provide when you register or by SMS sent to the mobile number you provide when you register, provided that we shall not be responsible for the cost of Internet, mobile, wireless, and other communications services necessary for you to receive such email or SMS messaging.

## **License Grant**

Subject to the terms of the Agreement and until the Agreement is terminated as provided below, CanSurround grants you a limited, non-transferable, non-assignable, non-sublicensable, non-exclusive, personal, and revocable license (a) to access the Site and Services on your

authorized and compatible device; (b) to access and use the Site and the Services as described in these Terms of Use, and (c) to print from the Site for your personal use only. No license is granted to any third party and you have no right to make available to anyone access to the Site or the Services, other than Supporters that you invite to use the Services and the Site. You have no right or license to use the Site or Services for the benefit of another, except if you are a Supporter using the Site for the benefit of a Patient or Caregiver.

If you are using the Mobile Site, the license granted in this Section is further conditioned on your compliance with the applicable terms and conditions of the platform through which you obtained the Mobile Site, as the operator of such platform may modify from time to time. For example, if you are accessing the Mobile Site through an Apple® iOS device, the license granted under this Section is further conditioned on your compliance with the applicable terms and conditions, including the “Usage Rules,” set forth in the [Apple App Store Terms and Conditions](#), as Apple may modify from time to time. If you are accessing the Mobile Site through an Android device, the license granted under this Section is further conditioned on your compliance with the applicable terms and conditions set forth in the [Google Play Terms of Service](#), as Google may modify from time to time. In the event of any conflict between this Agreement and any applicable platform terms and conditions, this Agreement shall govern to the extent of such conflict.

## **Product and Service**

Reference to any product or service on the Site does not constitute an offer to sell or supply that product or service and does not mean that the product or service is available. PRICES AND AVAILABILITY OF THE PRODUCTS AND SERVICES IDENTIFIED ON THE SITE ARE SUBJECT TO CHANGE WITHOUT NOTICE. The listing, description of, or reference to a product or service on the Site does not imply that we endorse that product or service or that the owner of such product or service endorses the Site or CanSurround.

## **Ownership of Materials and Use Restrictions**

CanSurround is, unless otherwise stated, the owner of all copyright, trademark, patent, trade secret, database and other proprietary rights to the Site; provided that certain content is being provided pursuant to a license agreement from Byron Katie International, Inc. Without limitation of the foregoing, we assert ownership of a copyright in the entire CanSurround Services, including without limitation, the Site, as a collective work and/or compilation, and in the selection, co-ordination and arrangement of the information and content in the Site. You may not publish, distribute, extract, re-utilize, or reproduce any part of the Site in any material form (including photocopying or storing it in any medium by electronic means) other than in accordance with the limited use license set out in these Terms of Use or as permitted by the United States Copyright Act. We grant no rights to you except as expressly provided in these Terms of Use. Notwithstanding the foregoing, CanSurround does not own the original Personal Information or any other information that Users input into the Site.

Except as expressly permitted in these Terms of Use, you may not modify or copy in any way any content you obtain from the Site; distribute or transmit such content to any third party for commercial purposes; frame, scrape, or otherwise display any of the content on the Site on your own or any other website; use such content in any way that is competitive with CanSurround or that disparages CanSurround; mass distribute such content through electronic or other means; or make any unauthorized use of such content. Such modification, distribution, transmission, display, or use shall constitute a material breach of these Terms of Use and infringe CanSurround's copyrights, patents, trademarks, trade secrets, or other intellectual property rights owned by or licensed to CanSurround. You may not decompile, reverse engineer or reverse assemble any portion of the Site or the underlying software. If you download or print any content off of the Site, you agree to maintain any and all watermarks, labels, patent, copyright, and trademark notices and other notices or statements of proprietary rights appearing on such content and not to remove, obliterate or cancel from view any such watermarks, labels, notices or statements. CanSurround has no right or authority to authorize you to access, use, download, print, copy, modify, display, distribute, or transmit any content of any other website that you may access from the Site.

You have no right or license to use the Site for the benefit of another in an external service bureau or time-sharing arrangement or otherwise with a user not licensed by CanSurround,. Under limited circumstances, the Site may permit you to create and upload text, information and content. You represent and warrant that you have the legal right to such text, information and content and that none of the text, information and content violates the copyright, patent, trademark, trade secret and/or other intellectual property of any other party. CanSurround reserves the right to remove any text, information or content uploaded by you that it determines infringes on any third party's copyrights, trademarks, trade secrets, or other intellectual property rights, or that CanSurround otherwise determines is inappropriate.

In connection with your access to and use of the Site, you may not access or use any password-protected, secure, or non-public areas of the Site, except as specifically authorized in writing by CanSurround; impersonate or misrepresent your affiliation with any person or entity; use any automated means to access or use the Site, including scripts, bots, scrapers, data miners, or similar software; attempt to or actually disrupt, impair, interfere with, alter, or modify the Site, or any information, data, or materials posted or displayed by CanSurround; access data on the Site not intended for you; or attempt to probe, scan, or test the vulnerability of the Site or breach any implemented security or authentication measures, regardless of your motives or intent.

The Site and related documentation are "Commercial Items," as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items

and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights are reserved under the copyright laws of the United States.

### **Links to or from the Site**

You may not create a link from your website or any other Internet location to the Site without the express written permission of CanSurround. If CanSurround grants you permission to link to the Site, CanSurround reserves the right to revoke such permission at any time. If such permission is revoked, you agree that your failure to sever such link immediately will cause CanSurround immediate and irreparable injury.

Any links to other websites or Internet locations from the Site have been provided for your convenience only. CanSurround may at its discretion provide link-throughs to the websites of other entities with whom you may have relationships, such as a plan or provider. CanSurround does not endorse, sponsor, or approve any of the content of any websites or locations to which the Site links. CanSurround has no control over any of the websites or other Internet locations that you may access through the Site, or from which you access the Site, and is not responsible for the content or accuracy of the content of any such websites or locations. If you access any other website or Internet locations through the Site, you do so at your own risk.

### **Confidential Information**

Except for Personal Information, specific patient data that you may enter into your password-protected portion of the Site, and your mobile device's make, model, and screen resolution, CanSurround does not solicit nor do we wish to receive any personal, confidential, secret or proprietary information or other material from you, either whether through the Site, any of the Services, by e-mail, or in any other way. Unless otherwise expressly agreed in writing prior to your submission to us or as set forth in this Agreement or the Privacy Notices, any comments, feedback, information or other material submitted or sent to us will be deemed not to be confidential or secret. By submitting or sending comments, feedback, information or other material to us you represent and warrant that the information and material is original to you and that no other party has any rights to the information or material. We shall have the unrestricted, worldwide right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any such information and material (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology, now known or later developed. You also represent and warrant that any "moral rights" in posted information and materials have been waived.

Please see CanSurround's General Privacy Policy and Health Information Privacy Notice for more information on how CanSurround uses your Information.

### **Trademarks**

All brand, product and service names used regarding the Site and CanSurround are the trademarks, trade names or service marks of CanSurround, unless otherwise stated. You may not use, reproduce, or distribute products or offer services under or by reference to any such trademarks, trade names or service marks, or use any meta tags or any other "hidden text" utilizing any such trademarks, trade names or service marks, without the express prior written permission of CanSurround or the owner of such trademarks, trade names or service marks.

### **Registration and Security**

By entering any information on the Site, you represent and warrant that: (i) you are at least 21 years of age; (ii) you are using your actual identity; (iii) you have provided only true, accurate, current and complete information; and (iv) you will maintain and promptly update the information that you provide to keep it true, accurate, current and complete. Additionally, you agree to maintain the strict confidentiality of your account and any passwords issued to you for your use of or access to the Site or any portion thereof, and you agree not to allow any other entity to use any username(s) or password(s) that are issued to you. You shall use best efforts to safeguard the device on which you access the Site so as to ensure no unauthorized party has access to the Site through your device. You shall be responsible for all activity that occurs under your account or password. We cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. If you wish to cancel a username or password, or if you become aware of any loss, theft or unauthorized use of a username or password, please notify us immediately. We reserve the right to delete or change any username or password at any time and for any reason.

### **Modification of the Site and the Services**

We reserve complete and sole discretion with respect to the operation of the Site and the Services. We reserve the right, for any reason, in our sole discretion, to terminate, change, suspend or discontinue any aspect of the Site, including, but not limited to, content, features or hours of availability. We may also impose limits on certain features of the Site or restrict your access to part or all of the Site without notice or penalty. We may suspend or terminate your account or your use of the Site at any time, for any reason or for no reason at all.

### **Use Outside United States**

CanSurround makes no representation or warranty that the content of the Site is appropriate, lawful, or available for use in countries other than the United States. If you use the Site, you are responsible for compliance with all applicable laws.

You may not use or otherwise export or re-export the Site except as authorized by United States law and the laws of the jurisdiction in which the Site was obtained or accessed. By using the Site, you represent and warrant that (i) you are not located in a country that is subject to a U.S. embargo, or that has been designated by the U.S. government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. government list of prohibited or restricted

parties (e.g., the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List). You also agree that you will not use the Site for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles or nuclear, chemical or biological weapons.

### **Disclaimer of Warranties and Liability**

THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, CANSURROUND DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ALL WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK AND YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS, INCLUDING ALL COSTS ASSOCIATED WITH DATA CONNECTIONS AND NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF THE SITE. NEITHER CANSURROUND NOR ANY OF ITS PARTNERS REPRESENTS OR WARRANTS THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS, IF ANY, WILL BE CORRECTED, OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, NOR DOES CANSURROUND OR ITS PARTNERS MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, PERFORMANCE OR SUITABILITY OF THE SITE. IN THE EVENT OF ANY PROBLEM WITH THE SITE, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SITE.

You acknowledge that data entry and conversion is subject to human and machine errors, omissions, delays, and losses, including inadvertent loss or corruption of data or damage to media, that may give rise to loss or damage. You agree CanSurround will not be liable for any such errors, omissions, delays, or losses, unless caused by CanSurround's gross negligence or willful misconduct. You are responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use of data; and adopting procedures to identify and correct errors and omissions and reconstruct data. You are also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data.

CanSurround expressly disclaims any responsibility or liability for, and you agree CanSurround will not be responsible or liable for: (A) Errors in data or data entry, whether caused by you or the hardware or communications medium used for data entry; (B) Errors in dating or filing data caused by you or the hardware or communications medium used for data entry; (C) Malfunction or loss of use of any hardware; (D) Loss or degradation of communications between you and the Site or a CanSurround service provider for any reason not within control of CanSurround; (E) Injury to anyone associated with use of any hardware used for data or voice communication with the Site or with CanSurround; (F) Failure by you to correct erroneous data or to comply with proper instructions; (G) Errors resulting from unauthorized access to the Site or associated data; and (H) Any damage or injury to anyone directly or indirectly resulting from

use of or communication with the Site or CanSurround where the proximate cause of such damage or injury is not within the control of CanSurround.

### **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SOLE REMEDY FOR ANY CLAIM FOR DAMAGES ARISING OUT OF OR RELATED TO THE SITE OR CANSURROUND, INCLUDING WITHOUT LIMITATION, THE SITE, ANY SERVICE, OR ANY PRODUCT OR SERVICE ACQUIRED THROUGH THE SITE SHALL BE LIMITED TO A REFUND OF ANY AMOUNT YOU PAID FOR SUCH PRODUCT OR SERVICE. UNDER NO CIRCUMSTANCES SHALL CANSURROUND, OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, TRANSMITTING OR DISTRIBUTING THE SITE OR ANY PART THEREOF, BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING LOST OR CORRUPTED DATA OR LOST PROFITS OR OTHER ECONOMIC DAMAGES, ARISING FROM OR IN CONNECTION WITH THE SITE OR ANY PRODUCTS OR SERVICES MADE AVAILABLE OR LISTED ON IT, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THE EVENT THE FOREGOING LIMITATION OF LIABILITY IS HELD TO BE UNENFORCEABLE FOR ANY REASON, THEN OUR MAXIMUM LIABILITY FOR ANY OF THE FOREGOING TYPES OF DAMAGES SHALL BE LIMITED TO THE AMOUNT THAT CANSURROUND RECEIVED FROM YOU FOR THE TRANSACTION THAT GAVE RISE TO THE CLAIM. THE LIMITATIONS IN THIS PROVISION SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

### **Indemnification**

You agree to indemnify, defend, and hold harmless CanSurround and its directors, officers, employees, agents and representatives from and against any and all third party claims, demands, lawsuits, damages, liabilities, losses, costs, or expenses (including but not limited to reasonable fees and disbursements of counsel and court costs), judgments, settlements, and penalties of every kind arising from: (i) use of the Site, or the Services, or any content or data provided in connection therewith, in violation of the Agreement by you or any of your partners, employees, agents or contractors; (ii) any claim that (a) the Site, as modified or altered by you or your partners, employees, agents or contractors, or (b) the use by CanSurround of any data submitted by you, infringes the patent, copyright or other intellectual property right, or misappropriates the trade secrets, of any third party; (iii) any inaccurate or incomplete data, or any virus, worm, spyware, back door, Trojan horse or other malicious code transmitted by you; (iv) any breach of the Agreement by you; and (v) any violation of applicable laws, rules or regulations by you.

### **Term and Termination**

Your obligations under the Agreement shall continue for as long as you access or use the Site or use or maintain any of the content of the Site or copies thereof. You may terminate your obligations at any time by discontinuing your use of the Site and Mobile Site and destroying all content obtained from the Site, and all copies thereof. However, your termination of the Agreement does not relieve you from liability resulting from your failure to comply with the obligations of the Agreement before such termination, and CanSurround reserves the right to enforce such pre-termination obligations before or after you terminate the Agreement. CanSurround reserves the right, in its sole discretion, to terminate your access to or use of the Site, including the Services, and any related services or any portion thereof at any time and for any reason, including, without limitation, breach of the Agreement.

### **Force Majeure**

Neither party to the Agreement shall be liable to the other under the Agreement or otherwise for performance that is prevented by a cause outside the control of the party, including without limitation, natural disaster, war, riot, labor disturbance, or failure of publicly available channels of communication.

### **Dispute Resolution**

All disputes seeking only monetary damages and arising out of or relating to the Agreement or CanSurround's operation of the Site, except disputes involving infringement or ownership of intellectual property rights, shall be resolved by binding arbitration in Wilmington, Delaware, pursuant to the rules of the American Arbitration Association. All disputes seeking injunctions or other non-monetary remedies or involving infringement or ownership of intellectual property rights shall be resolved in the federal district court or applicable state court in Delaware, and you consent to personal jurisdiction and venue in such court.

You agree that any proceedings to resolve or litigate any dispute, whether through a court of law or arbitration, shall be solely conducted on an individual basis. You agree that you will not seek to have any dispute heard as a class action, representative action, collective action, private attorney general action, or similar action.

### **Applicable Law**

The Agreement is governed by and will be construed in accordance with the laws of the United States and the State of Delaware, without regard to conflicts of laws principles.

### **Severability**

If any provision or part of a provision of the Agreement is contrary to law, the remaining part of the provision and the remaining provisions of the Agreement will remain in effect.

## **Operator Notices**

The Site is operated by CanSurround, Inc.

All formal notices to us shall be sent to [legal@CanSurround.com](mailto:legal@CanSurround.com).

All notices to you shall be sent to the email address that you provide when you register. Any notice provided under the Agreement shall be deemed given one business day after the email is sent. If you do not register, or register with inaccurate information, you hereby waive any right to notice for any purpose related to the Agreement or the Site. Any action or claim against us must be brought within one year following the date on which the claim first accrued or shall be deemed forever waived.

## **Assignment**

You may not assign, by operation of law or otherwise, any rights or delegate any duties under the Agreement to any third party without prior written consent by CanSurround. Any purported assignment lacking such consent will be void at its inception. CanSurround may assign all or part of its rights and/or delegate all or part of its duties under the Agreement to any party, at any time, and in its sole discretion, upon notice of assignment by posting such notice on the Site or through our Services.

## **Non-waiver**

CanSurround's failure to enforce any right or provision in the Agreement shall not constitute a waiver of such right or provision.