

Fifty Thousand Foot Inc.
User Agreement

Version 1.0; May 9, 2018

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Document Revisions

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| Version # | Date | Description | Author |
| Draft v1 | May 14, 2018 | First draft completed | Trent Poplar |
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# Introduction

## 1.1 Contract

You agree to enter into a legally binding contract with Fifty Thousand Foot Inc. by clicking “Join Now”, “Join Fifty Thousand Foot”, “Register”, “Sign up” or by registering for, using or accessing our services (describe below). This applies to both individuals joining on behalf of themselves as well as those joining on behalf of a company. If you do not agree to this contract do not register for (or similar), access or use our services.

## 1.2 Parties

You (also referred to as “member” or “account owner”) are entering into a contract with Fifty Thousand Foot Inc. (also referred to as ‘Fifty Thousand Foot”, “we” or “us”).

When you register and join the Fifty Thousand Foot Service, you become a Member. If you have chosen not to register for our Services, you may access certain features as a visitor.

## 1.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without reference to the conflicts of laws rules or principles of such laws, and the parties hereby attorn to the exclusive jurisdiction of the courts of that Province.

## 1.4 Changes

Fifty Thousand Foot may change this Contract, the Privacy Policy, the Cookie Policy and our Member Code of Conduct policies on occasion. For material changes we will advise members of the changes prior to their effective date using our Services. Continued use of our services on or after the effective date means that you consent to all changes. If you object to any changes, you can close your account by contacting our Members team using the “Contact Us” form.

# 2.0 Services and Membership

## 2.1 Services Covered by Contract

This contract applies to 50000foot.com; 50000foot.ca, fiftythousandfoot.com, fiftythousandfoot.ca and any other Fifty Thousand Foot sites, apps, communications, plugins or any other services that state they are offered under this contract (“Services”).

## 2.2 Service Availability

We may discontinue, change or remove any of our Services. We do not promise to retain, store or archive any content that members have posted related to these services. As noted in our Privacy Policy, we do not retain or store your content, data or information upon discontinuing services. You agree we have no obligation to store or provide you a copy of any content that you or others provide, except to the extent required by applicable law.

## 2.3 Eligibility

Members must be a minimum age of 18 years old to use Fifty Thousand Foot services.

Members must use their real name when setting up an account and must not be previously restricted from using Fifty Thousand Foot Services.

## 2.4 Member Authentication

Following completion of the registration form, Fifty Thousand Foot will complete a review of the membership application within 72 hours to ensure you are a member of the consulting community, an individual or business supporting the consulting community or a skilled professional with the qualifications to become a consultant. Upon successful completion of the application review, you will be granted access to our Services. We reserve the right to reject any applications.

## 2.5 Account Closure and Contract Termination

You and Fifty Thousand Foot may terminate this Contract at any time with notice to the other. Termination will result in you losing member access to our Services. The following shall survive termination:

* Sections X, Y and Z
* Any amounts owed by either party prior to termination
* Rights to further reshare content you shared through the Service to the extent it was copied or re-shared prior to termination.

To close an account, you must make request to the Members Team (members@50000foot.com) via email with the subject “Account Closure Request”.

# Member Conduct

## 3.1 Code of Conduct

### 3.1.1 Managing Your Account

As a member of Fifty Thousand Foot you agree to ensure your account is managed and protected. This includes:

1. Securing your account with a strong, secure password;
2. Keeping your password confidential;
3. Using a real name when creating an account;
4. Not creating a fake identity, misrepresenting your identity or creating a fictitious Member profile;
5. Not attempting to use another Member’s account;
6. Providing accurate profile information and keeping it updated;
7. Complying with all laws, including and not limited to, intellectual property laws, privacy laws, anti-spam laws, tax laws, and regulatory requirements.

You are responsible for your account and the action taken by the account unless the action occurs after you have closed the account or upon report of misuse.

### 3.1.2 When Using Fifty Thousand Foot

As a member of Fifty Thousand Foot you agree to use our platform and Service in a professional manner. This includes:

1. Not stating or implying that you are affiliated with or endorsed by Fifty Thousand Foot without express consent from Fifty Thousand Foot;
2. Not monetizing the Services, related data or access to the same without express consent from Fifty Thousand Foot;
3. Not violating the Intellectual property or other rights of Fifty Thousand Foot, including, without limitation: (i) using the phrase or words “Fifty Thousand Foot” or our logo in any business name, email or URL; (ii) copying or distributing our videos or other materials; (iii) copying our distributing our technology.
4. Not accessing and monitoring the availability, performance or functionality of our Services’ for any competitive purposes.

### 3.1.3 Interacting with Our Members and Community

As a member of Fifty Thousand Foot you agree to respect all members and the community partners. This includes:

* Not disclosing information that you do not have the right or consent to disclose on other members or employers.
* Ensuring you do not violate the intellectual property rights of other members, partners or businesses. This includes trademarks, copyrights, patents, trade secrets or other proprietary rights.
* Not distributing other member content (except through sharing functions) without their permission.

### 3.1.4 Protecting the Members and Community

To maintain member security, privacy and integrity; Fifty Thousand Foot members agree to the following:

* Will not post anything that contains software viruses, worms, or any harmful code.
* Will not develop, support or deploy software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons, or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services.
* Will not copy use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of Fifty Thousand Foot.
* Will not engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Services.
* Will not use bots or other automated methods to access the Services, add or download contacts, send or redirect messages.
* Not overlaying or otherwise modifying the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services);
* Will not interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms).
* Will not reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source.
* Will not override any security feature or bypass or circumvent any access controls or use limits of the Service (such as caps on keyword searches or profile views).
* Will not deep-link to our Services for any purpose other than to promote your profile or a Group on our Services, without Fifty Thousand Foot’s consent;

Any violation of the code of conduct or other community policies will result in the closure of your account and legal action if required.

# Intellectual Property, Content and Data

## 4.1 Our Intellectual Property

Fifty Thousand Foot reserves all its intellectual property rights in the Services. Using the Services does not give you any ownership in our Services or the content or information made available through our Services. Trademarks and logos used in connection with the Services are be the trademarks of their respective owners. Fifty Thousand Foot and other Fifty Thousand Foot trademarks, service marks, graphics, and logos used for our Services are trademarks or registered trademarks of Fifty Thousand Foot.

## 4.2 Your license

Within the contract between you and Fifty Thousand Foot, you own the content and information you submit or post to the Services and you are granting Fifty Thousand Foot the following license: A worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish, and process, information and content that you provide through our Services, without any further consent, notice and/or compensation to you or others.

## 4.3 Your Intellectual Property

Other Members and/or Visitors may access and share your content and information, consistent with your choices.

While we may edit and make formatting changes to your content (such as translating it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of your expression.

Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others, including under the terms of a Creative Commons license.

You agree that we may access, store and use any information that you provide in accordance with the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding our Services to Fifty Thousand Foot, you agree that Fifty Thousand Foot can use and share (but does not have to) such feedback for any purpose without compensation to you.

You agree to only provide content or information that does not violate the law nor anyone’s rights (including intellectual property rights). You also agree that your profile information will be truthful. Fifty Thousand Foot may be required by law to remove certain information or content in certain countries.

## 4.4 Member Content and Sharing

Our Services allow messaging and sharing of information in many ways, such as your profile, opportunity postings and applications. Information and content that you share or post may be seen by other Members or Visitors. Where we have made settings available, we will honor the choices you make about who can see content or information (e.g., message content to your addressees, sharing content only to Fifty Thousand Foot connections, restricting your profile visibility from search engines, or opting not to notify others of your Fifty Thousand Foot profile update).

## 4.5 Third Party Content

By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. Fifty Thousand Foot generally does not review content provided by our Members or others. You agree that we are not responsible for others’ (including other Members’) content or information. We cannot always prevent this misuse of our services, and you agree that we are not responsible for any such misuse. You also acknowledge the risk that you or your organization may be mistakenly associated with content about others when we let connections and followers know you or your organization were mentioned in the news. You may opt out of this feature.

# Payment

By purchasing any of Fifty Thousand Foot’s paid Services, you agree to pay us the applicable fees and taxes. We may calculate taxes based on billing information provided at purchase or based on member profile location.

Failure to pay fees will result in cancellation or restriction of Services.

Several of our Services are priced based on location or region. Unless otherwise prompted or a selection is given, such purchases will default to the members selected profile location. Purchases may be subject to foreign exchange fees.

For member privacy and protection, we do not store payment method information (e.g. Credit Card numbers). Payment method will need to be filled out each time a purchase is made.

Invoices can be reviewed in payment history under My account on the navigation bar. Refunds can be requested through the Member Support Team.

# Communications

## 6.1 Notices and Service Messages

You agree that Fifty Thousand Foot can provide you notices and other communications as they pertain to your membership, our Services and community events.

Communications may be provided in the following ways:

1. Messages to members dashboards within our Services
2. Messages sent to the personal contact information you provide us, such as but not restricted to email, mobile numbers, physical addresses.

You agree that Fifty Thousand Foot may contact you directly (e.g. by phone or email) to verify your registration request to become a member.

# 7.0 General Terms

## 7.1 Limits of Liability

Fifty Thousand Foot reserves the right to limit your use of the Services including the ability to connect with other members, message or contact other members, and view or create posted opportunities.

If Fifty Thousand Foot believes you to be in breach of this contract, misusing our Services or breaking the law; we reserve the right to terminate, suspend or restrict your account.

## 7.2 No Warranty

TO THE EXTENT ALLOWED UNDER LAW, FIFTY THOUSAND FOOT AND ITS AFFILIATES (AND THOSE THAT FIFTY THOUSAND FOOT WORKS WITH TO PROVIDE THE SERVICES) (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NONINFRINGEMENT); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN “AS IS” AND “AS AVAILABLE” BASIS.

## 7.3 Exclusion of Liability

TO THE EXTENT PERMITTED UNDER LAW (AND UNLESS FIFTY THOUSAND FOOT HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT OVERRIDES THIS CONTRACT), FIFTY THOUSAND FOOT AND ITS AFFILIATES (AND THOSE THAT FIFTY THOUSAND FOOT WORKS WITH TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT).

IN NO EVENT SHALL THE LIABILITY OF FIFTY THOUSAND FOOT AND ITS AFFILIATES (AND THOSE THAT FIFTY THOUSAND FOOT WORKS WITH TO PROVIDE THE SERVICES) EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, AN AMOUNT THAT IS THE LESSER OF (A) FIVE TIMES THE MOST RECENT FEE THAT YOU PAID FOR A SERVICE, IF ANY, OR (B) $1000 CAD.

THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND FIFTY THOUSAND FOOT AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF FIFTY THOUSAND FOOT OR ITS AFFILIATES HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

SOME LAWS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU.

## 7.4 Business Membership

As between you and others (including your employer), your account belongs to you. However, if the Services were purchased by another party for you to use (e.g. Recruiter seat bought by your employer), the party paying for such Service has the right to control access to and get reports on your use of such paid Service; however, they do not have rights to your personal account.

# 8.0 How to Contact Us

To contact Fifty Thousand Foot, email our Members Service Team at members@50000foot.com.