

SASKLANDER TERMS OF SERVICE

Welcome to SaskLander's Terms of Service and Conditions of Use (these “**Terms**”). This is a contract between you and 102082727 Saskatchewan Ltd. (operating under the name “SaskLander”), and we want you to know and understand your rights and our rights before you use the SaskLander application (the “**App**”). It’s really important that you take the time to read these Terms. Once you access, view, or use the App, you are going to be legally bound by these Terms.

Our services and the App are constantly evolving. The Terms may also change from time to time. We may change the Terms for a variety of reasons, including to reflect changes in the law, new features, changing business practices, or just finding a better way to do things. The most recent version of this Agreement will be posted to our website www.sasklander.ca/terms-of-service, and accessible through the App. The most recent version is the version that applies. If the changes contain any material changes that affect your rights or responsibilities, we will notify you in advance of the change by reasonable means. This could include a direct notification through the App, or by an email. As such, it is your responsibility to provide us with an email address that you check regularly. If you continue to use the App after we make the changes, then you agree to those changes.

Creating a SaskLander Account

In order to use the App, you will need to register with an account (the “**Account**”). In order to create an Account you must be at least 18 years old, and be legally permitted to use the App. You also must be a human being. We can’t let non-human entities or robots use our App. You also are agreeing not to use anyone else’s account.

If you do not create an Account, certain functions and features of the App may not be open to you.

If at any time you decide that you no longer wish to maintain an account with us, you can delete your account by going to My Profile -> privacy -> delete my account. Your account will be deleted immediately, but it might take a little while for Your Content (defined below) to be removed from the App. We’ll hold onto your information for 90 days just in case you want to come back to us.

One of the things that we want to do is make sure people like you who use our App have a genuine and positive experience. In order to do that, we need to be able to terminate or suspend Accounts at our sole discretion. This means that we don’t need any reason to stop you from accessing your Account, we just can. We’re also a tech company, which means that we might have ways of determining whether you’re breaching these Terms. You’re agreeing to allow us to do everything that we are legally allowed to do to both ensure that you are complying with these Terms, and to prevent you from using our App, at any time and without notice to you. This includes blocking specific IP addresses.

App Content

There are three types of content that you will be able to access when you use the App:

1. content that you upload and provide (“**Your Content**”);
2. content that other users upload and provide (“**Member Content**”); and
3. content that SaskLander provides (“**Our Content**”).

We want to respect your rights when using our App. We also want to make everyone’s experience as much as a positive experience as we can. This means that we need to restrict certain types of content. The following types of content are specifically prohibited within the App, and you are agreeing not to upload, use, or disseminate content of this nature through the App:

- language or imagery which could be deemed offensive or is likely to harass, upset, embarrass, alarm another person;
- content that is obscene, pornographic, violent, or otherwise may offend human dignity;
- content that is abusive, insulting or threatening, discriminatory or which promotes or encourages racism, sexism, hatred or bigotry;
- content that encourages any illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offence;
- content that is defamatory or libellous;
- content that relates to commercial activities (including, without limitation, sales, competitions and advertising, links to other websites or premium line telephone numbers);
- content or activities that involves the transmission of “junk” mail or “spam”;
- information that contains any spy ware, adware, viruses, corrupt files, worm programmes or other malicious code designed to interrupt, damage or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from us or otherwise;
- content that itself, or the posting of which, infringes any third party's rights (including, without limitation, intellectual property rights and privacy rights);
- content that relates to personally identifiable information about another person, or shows another person.

Your Content

You are solely responsible and liable for Your Content. You agree to indemnify, defend, release and hold us harmless from any claims made in connection with Your Content. You also represent and warrant to us that you have all necessary rights and licences to upload, publish, or otherwise use Your Content.

The App is a public community. Your Content, once uploaded, may be available for other users of the App to access anywhere the internet exists. People who do not use the App could also view your content if it was sent to them by a third party, they received a link to your profile, or found some other way to access Your Content. Be sure that you are comfortable having Your Content viewed by anyone, anywhere, before you upload. We encourage you to use the same precautions in uploading Your Content to the App as you would with any other digital service.

When you upload Your Content, you are granting us (and those people that we work with) a non-exclusive, royalty free, perpetual, worldwide licence to use Your Content in any way (including, without limitation, editing, copying, modifying, adapting, translating, reformatting, creative derivative works from, incorporating into other works, advertising, distributing and otherwise making available to the general public such Content, whether in whole or in part and in any format or medium currently known or developed in the future).

We may assign and/or sub-licence the above licence to our affiliates and successors without any further approval by you.

We have the right to remove, edit, limit or block access to any of Your Content at any time, and we have no obligation to display or review Your Content.

Member Content

Member Content belongs to the person who uploaded the content. You do not have any rights to other users' Member Content, and you may only use other users' personal information to the extent that your use of it matches the App's purpose of granting land access rights to individuals. You cannot use other user's Member Content or information for commercial purposes, to spam, to harass, to make unlawful threats, or to dox.

Our Content

Anything that is on the App that isn't Your Content and isn't Member Content belongs to us. Our Content includes, without limitation, all of the text, content, graphics, user interfaces, trademarks, images, logos, sound, artwork, unique gestures, and other intellectual property appearing on the App that doesn't fall into Your Content or Member Content. We have the rights, through ownership, license, or otherwise to use Our Content and such content is protected by copyright, trademark, or other intellectual property rights laws. All right, title and interest in and to Our Content remains with us at all times.

We grant you a non-exclusive, limited, personal, non-transferable, revocable, license to access and use Our Content, without the right to sublicense, under the following conditions:

1. you shall not use, sell, modify, or distribute Our Content except as permitted by the functionality of the App;
2. you shall not use our name in metatags, keywords and/or hidden text;

3. you shall not create derivative works from Our Content or commercially exploit Our Content, in whole or in part, in any way; and
4. you shall use Our Content for lawful purposes only.

We reserve all other rights.

Restrictions on Use

You agree to:

- comply with all applicable laws, including without limitation, privacy laws, intellectual property laws, anti-spam laws, equal opportunity laws and regulatory requirements;
- use your real name and likeness on your profile;
- use the App in a professional manner.

You agree not to:

- act in an unlawful or unprofessional manner including being dishonest, abusive or discriminatory;
- misrepresent your identity;
- disclose information that you do not have the consent to disclose;
- scrape or replicate any part of the App, by any means.

We've mentioned this in other places, but it's important, so it's worth repeating. We want people who use the App to have a positive experience. You can report abuse or violations of these Terms by other users by contacting us and outlining the violation/abuse/complaint. You can also use the in App "block" or "report" links, which have the same functionality. We take these complaints seriously and will look into each of them.

Privacy

For information about how SaskLander collects, uses, and shares your personal data, please check out our Privacy Policy www.sasklander.ca/privacy-policy By using the App, you agree that we can use such data in accordance with our Privacy Policy.

Premium Services; Third-Party Stores; In App Purchases

The App may be dependent on and/or interoperate with third-party owned and/or operated platforms and services, e.g., Apple (iTunes, etc.), Google, Facebook, Twitter, etc. (each, a "Third Party Platform") and may require that you be a registered member of such Third Party Platforms and provide certain account credentials and other information in order to access the App. By using the App, you agree to comply with any applicable terms, conditions or requirements promulgated by

any provider of a Third Party Platform (e.g., Facebook's Terms of Use, iTunes Store Terms of Use, etc.).

We may make certain products and/or services available to users of the App in consideration of a subscription fee or other fees ("**Premium Services**"), including the ability to purchase products, services and enhancements ("**In-App Products**"). If you choose to use Premium Services or make In-App Purchases, you acknowledge and agree that additional terms may apply to your use of, access to and purchase of such Premium Services and In-App Products, and such additional terms are incorporated herein by reference. You may purchase Premium Services and In-App Products through the following payment methods (each, a "**Premium Payment Method**"): (a) making a purchase through the Apple App Store ®, Google Play or other mobile or web application platforms or storefronts authorized by us (each, a "**Third Party Store**"), (b) paying with your credit card, debit card, or PayPal account, which will be processed by a third party processor, or (c) adding charges to your mobile carrier bill and remitting payment directly to your carrier. Once you have requested a Premium Service or In-App Product, you authorize us to charge your chosen Premium Payment Method and your payment is non-refundable. If payment is not received by us from your chosen Premium Payment Method, you agree to promptly pay all amounts due upon demand by us. If you want to cancel or change your Premium Payment Method at any time, you can do so either via the payment settings option under your profile or by contacting your mobile service provider. If your chosen Premium Payment Method is via your mobile service provider, then please check with them about their payment terms, as their payment terms will govern how payments to SaskLander are made as well as how such payments may be changed or cancelled. In the event of a conflict between a Third Party Store's terms and conditions and these Terms, the terms and conditions of the Third Party Store or service provider shall govern and control. We are not responsible and have no liability whatsoever for goods or services you obtain through the Third Party Store, our third party service providers or other web sites or web pages. We encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third parties.

If you choose to make an In-App Purchase, you will be prompted to enter details for your account with the Third Party Store you are using (e.g., Android, Apple, etc.) (your "Mobile Platform Account"), and your Mobile Platform Account will be charged for the Premium Service and/or In-App Product in accordance with the terms disclosed to you at the time of purchase, as well as the general terms applicable to all other in-app purchases made through your Mobile Platform Account (e.g., Android, Apple, etc.).

We are not responsible and have no liability whatsoever for any payment processing errors (including card processing, identity verification, analysis and regulatory compliance) or fees or other service-related issues, including those issues that may arise from inaccurate account information, or products or goods you obtain through your Mobile Platform Account or Third Party Stores. Further, SaskLander does not guarantee that product descriptions or other content and products will be available, accurate, complete, reliable, current or error-free. Descriptions and images of, and

references to, products or services (including Premium Services or In-App Products) do not imply our or any of our affiliates' endorsement of such products or services. Moreover, SaskLander and its third party operational service providers reserve the right, with or without prior notice, for any or no reason, to change product descriptions, images, and references; to limit the available quantity of any product; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from conducting any or all transaction(s); and/or to refuse to provide any user with any product. Further, if we terminate your use of or registration to the App because you have breached these Terms, you shall not be entitled to a refund of any unused portion of any fees, payments or other consideration. We encourage you to review the terms and conditions of the applicable third party payment processors, Third Party Store or Mobile Platform Account before you make any In-App Products or Premium Service purchases.

Push Notifications; Location Based Features

We may provide you with emails, text messages, push notifications, alerts and other messages related to the App, such as enhancements, offers, products, events, and other promotions. After downloading the App, you will be asked to accept or deny push notifications/alerts. If you deny, you will not receive any push notifications/alerts. If you accept, push notifications/alerts will be automatically sent to you. If you no longer wish to receive push notifications/alerts from the App, you may opt out by changing your notification settings on your mobile device. With respect to other types of messaging or communications, such as emails, text messages, etc., you can unsubscribe or opt out by either following the specific instructions included in such communications, or by emailing us with your request at unsubscribe@sasklander.ca.

The App may allow access to or make available opportunities for you to view certain content and receive other products, services and/or other materials based on your location. To make these opportunities available to you, the App will determine your location using one or more reference points, such as GPS, Bluetooth and/or software within your mobile device. If you have set your mobile device to disable GPS, Bluetooth or other location determining software or do not authorize the App to access your location data, you will not be able to access such location-specific content, products, services and materials. For more about how the App uses and retains your information, please read the Privacy Policy www.sasklander.ca/privacy-policy.

Disclaimer

THERE ARE CERTAIN THINGS THAT WE DO NOT PROMISE ABOUT THE APP OR OUR SERVICES:

THE APP, OUR CONTENT, AND MEMBER CONTENT ARE ALL PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

IF THE APPLICABLE LAW DOES NOT PERMIT THE FOREGOING EXPRESS EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THEN WE GRANT THE MINIMUM EXPRESS OR IMPLIED WARRANTY REQUIRED BY THE APPLICABLE LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS SECTION.

WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE APP OR OUR WEBSITE WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, OR THAT YOUR USE OF THE APP OR WEBSITE WILL MEET YOUR EXPECTATIONS, OR THAT THE APP OR WEBSITE, OR ANY PORTION THEREOF, IS CORRECT, ACCURATE, OR RELIABLE. YOU ARE ENTIRELY RESPONSIBLE FOR ANY INTERACTIONS THAT YOU HAVE WITH OTHER MEMBERS.

SaskLander IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY USE, AND DOES NOT CONDUCT CRIMINAL RECORD CHECKS ON USERS OF THE APP.

SaskLander, AND ANY OWNER SHALL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, PROFIT OR GOODWILL, INCOME, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES ARISING OUT OF YOUR ACCESS TO OR USE OF THE APP, SITE, OUR CONTENT, OR ANY MEMBER CONTENT, HOWEVER CAUSED, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PROPRIETARY RIGHTS INFRINGEMENT, PRODUCT LIABILITY OR OTHERWISE.

THE FOREGOING SHALL APPLY EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU BECOME DISSATISFIED WITH THE APP, YOUR ONLY REMEDY IS TO STOP YOUR USE OF THE APP OR THE WEBSITE.

YOU HEREBY WAIVE ANY AND ALL CLAIMS ARISING OUT OF YOUR USE OF THE APP OR WEBSITE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, THESE PROVISIONS MAY NOT APPLY TO YOU. IF ANY PORTION OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN OUR AGGREGATE LIABILITY SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

THE LIMITATIONS ON LIABILITY IN THESE TERMS ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF OUR AGREEMENT AND REFLECT A FAIR ALLOCATION OF THE RISK BETWEEN YOU AND US. THE APP AND WEBSITE WOULD NOT BE PROVIDED TO YOU FOR USE WITHOUT SUCH LIMITATIONS IN PLACE, AND YOU AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF

LIABILITY, DISCLAIMERS AND EXCLUSIVE REMEDIES SPECIFIED HEREIN WILL SURVIVE EVEN IF FOUND TO HAVE FAILED IN THEIR ESSENTIAL PURPOSE.

Indemnity

All the actions you make and Your Content that you post on the App remain your responsibility. Therefore, you agree to indemnify, defend, release, and hold us, and our partners, licensors, affiliates, contractors, officers, directors, employees, representatives and agents, harmless, from and against any third-party claims, damages (actual and/or consequential), actions, proceedings, demands, losses, liabilities, costs and expenses (including reasonable legal fees) suffered or reasonably incurred by us arising as a result of, or in connection with:

1. any negligent acts, omissions or wilful misconduct by you;
2. your access to and use of the App;
3. the uploading or submission of Your Content;
4. any breach of these Terms by you; and/or
5. your violation of any law or of any rights of any third party.

We retain the exclusive right to settle, compromise and pay any and all claims or causes of action which are brought against us without your prior consent. If we ask, you will co-operate fully and reasonably as required by us in the defence of any relevant claim.

Third Party App Stores

The terms in this section apply if you download the App from a Third Party Store. To the extent that the other terms and conditions of these Terms are less restrictive than, or otherwise conflict with, the terms and conditions of this Section, the more restrictive or conflicting terms and conditions in this Section will apply, but solely with respect to the App and the Third Party Store.

You acknowledge and agree that:

1. These Terms are concluded solely between you and SaskLander and not with the providers of the Third Party Store, and SaskLander (and not the Third Party Store providers) is solely responsible for the App and the content thereof. To the extent that these Terms provide for usage rules for the App which are less restrictive or in conflict with the applicable terms of service of the Third Party Store from which you obtain the App, the more restrictive or conflicting term of the Third Party Store will take precedence and will apply.
2. The Third Party Store provider has no obligation whatsoever to provide any maintenance and support services with respect to the App. SaskLander is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. The Third Party Store provider will have no warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of SaskLander

3. SaskLander, not the Third Party Store provider, is responsible for addressing any claims you or any third party may have relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; and/or (iv) intellectual property infringement claims.
4. The Third Party Store provider and its subsidiaries are third party beneficiaries of this Agreement, and, upon your acceptance of these Terms, the Third Party Store provider from whom you obtained the App will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

Miscellaneous

These Terms, which we may amend from time to time, constitute the entire agreement between you and SaskLander. The Terms supersede all previous agreements, representations and arrangements between us (written or oral). Nothing in this clause shall limit or exclude any liability for fraudulent misrepresentation.

You are responsible for taking all necessary precautions to ensure that any material you may obtain from us is free of viruses or other harmful components. You accept that the App will not be provided uninterrupted or error free, that defects may not be corrected or that SaskLander, or the server that makes it available, are free of viruses or bugs, spyware, Trojan horse or any similar malicious software. SaskLander is not responsible for any damage to your computer hardware, computer software, or other equipment or technology including, but without limitation damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction.

If, for any reason, any of the Terms are declared illegal, invalid or otherwise unenforceable by a court of a competent jurisdiction, then to the extent that term is illegal, invalid or unenforceable, it shall be severed and deleted from the Terms and the remainder of the Terms shall survive, remain in full force and effect and continue to be binding and enforceable.

No failure or delay in exercising any right, power or privilege under the Terms shall operate as a waiver of such right or acceptance of any variation of the Terms and nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of the right or the exercise of any other right, power or privilege.

The App may contain links to third-party websites or resources. In such cases, you acknowledge and agree that we are not responsible or liable for:

1. the availability or accuracy of such websites or resources; or
2. the content, products, or services on or available from such websites or resources.

Links to such websites or resources do not imply any endorsement. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. Framing, in-line linking or other methods of association with the App are expressly prohibited without first obtaining our prior written approval.

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.

About Us

Your access to the App, Our Content, and any Member Content, as well as these Terms are governed and interpreted by the laws of the Province of Saskatchewan, other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the Province of Saskatchewan. By using the App, you are consenting to the exclusive jurisdiction of the courts of the Dominion of Canada and the Province of Saskatchewan. You agree that such courts shall have in personam jurisdiction and venue and waive any objection based on inconvenient forum. You agree that you will not file or participate in a class action against us.

SaskLander collaborates with Western Heritage Services Inc., Esri, SaskTel, Microsoft, and Google from time to time in order to facilitate the delivery of content to you.

Effective Date

The Terms were last updated: January 22, 2019.