

Terms of Use

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Welcome to studibudi.com (the "Site"), a professional networking website made available by studibudi Professional Networking Inc. and its affiliates (collectively, "studibudi", "us", "we", "our" or "the Company") to registered student and business users for the sole purpose of assisting student users and business users to establish working relationships with each other for their mutual benefit (the "Service"). By accessing or using the Site or the Service, you (the "User") signify that you have read, understand and agree to be bound by these Terms of Use ("Terms of Use" or "Agreement"), whether or not you are a registered user of the Service. We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. Your continued use of the Service or the Site after any such changes constitutes your acceptance of the new Terms of Use. It is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Use and to review such changes. If you do not agree to abide by these or any future Terms of Use, do not use or access (or continue to use or access) the Service or the Site.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS.

Eligibility

Use of the Service and the Site is void where prohibited. The Service and the Site is intended solely for users who have reached the age of majority or are between 15 and 18 years old and are currently enrolled in high school, college or university, or any registered business user. Any registration by, use of or access to the Site and use of the Service by anyone under 15 who is not enrolled in high school, college or university, is unauthorized, unlicensed and in violation of these Terms of Use. By using the Service and the Site, you represent and warrant that you are eligible to use the Service, and that you agree to and to abide by all of the terms and conditions of this Agreement.

Registration Data; Account Security

In consideration of your use of the Site and the Service, you agree to: (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide, to keep it accurate, current and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account.

Proprietary Rights in Site Content; Limited License

All content on the Site and available through the Service, including designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of the Company, its users or its licensors with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company's prior written permission, except that the foregoing does not apply to your own User Content (as defined below) that you legally post on the Site. Provided that you are eligible for use of the Site and the Service, you are granted a limited license to access and use the Site, the Service and the Site Content and to download or print a copy of any portion of the Site Content to which you have properly gained access solely for your personal use, provided that you keep all copyright or other proprietary notices intact. Such license is subject to these Terms of Use and does not include use of any data mining, robots or similar data gathering or

extraction methods. Except for your own User Content, you may not upload or republish Site Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Site Content is strictly prohibited. Any use of the Site, the Service or the Site Content other than as specifically authorized herein, without the prior written permission of Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications and privacy regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time without notice and with or without cause.

Trademarks

The studibudi name and logos, and the Company's other graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of the Company in Canada, and/or other countries. The Company's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

User Conduct

You understand that the Service and the Site are available for your personal use only for professional networking. You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by you on or through the Site and the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

In addition, you agree not to use the Service or the Site to:

- harvest or collect email addresses or other contact information of other users from the Service or the Site by electronic or other means for any purpose;
- use the Service or the Site in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site;
- use automated scripts to collect information from or otherwise interact with the Service or the Site;
- upload, post, transmit, share, store or otherwise make available any content that we deem in our sole discretion to be critical of an individual or entity, harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- upload, post, transmit, share, store or otherwise make available any videos other than those of a personal nature that;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party that you do not have permission to divulge;
- upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of the Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Site or the Service, or which may expose the Company or its users to any harm or liability of any type.

Establishing Relationships between Business and Student Users

The intent of the Site and the Service is to provide a means for users to be able to identify and source commercial and educational relationships for mutual benefit by way of permitting users to post personal and commercial profiles and advertise and source projects. To further that objective:

A registered business user of the Site and the Service is permitted to:

- a) place a profile of its business on the Site, including information such as business name, address, contact information, logo, and brief synopsis of its business;
- b) post projects that will be available for registered student users to view and apply to work on, for, or with the business user on such projects ("Projects"); and
- c) view student user profiles for the purpose of locating and contacting suitable candidates to participate in posted Projects.

A registered student user of the Site and the Service is permitted to:

- d) place a profile on the Site, including information such as name, address, contact information, and a mini résumé including current studies; and
- e) view and apply to work on, for, or with a business user on Projects.

You may not set up a business user or student user profile on behalf of another individual or entity unless you are authorized to do so by such entity.

YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY DOES NOT PRE-SCREEN OR APPROVE PROFILES OR PROJECTS PAGES, AND CANNOT AND DOES NOT GUARANTEE THAT A USER'S PROFILE OR PROJECT PAGE WAS ACTUALLY CREATED AND IS BEING OPERATED BY THE INDIVIDUAL OR ENTITY THAT IS THE SUBJECT OF SUCH PROFILE OR PROJECT PAGE. NOR IS STUDIBUDI RESPONSIBLE FOR THE CONTENT OF ANY USER'S PROFILE OR PROJECT PAGE, OR ANY TRANSACTIONS ENTERED INTO OR OTHER ACTIONS TAKEN ON OR IN CONNECTION WITH ANY STUDIBUDI PAGE, INCLUDING HOW THE OWNER OF THE STUDIBUDI PAGE COLLECTS, HANDLES, USES AND / OR SHARES ANY PERSONAL INFORMATION IT MAY COLLECT FROM USERS.

User Content Posted on the Site

You are solely responsible for all content that you upload, publish or display (hereinafter, "post") on or through the Service or the Site, or transmit to or share with other users (collectively the "User Content"). You understand and agree that the Company may, but is not obligated to, review the Site and may delete or remove (without notice) any Site Content or User Content that in the sole judgment of the Company violates this Agreement, or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users or others. You are responsible for creating backup copies and replacing any User Content you post or store on the Site or provide to the Company.

When you post User Content to the Site, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the User Content on the Site. By posting User Content to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to the Company an

irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose, commercial, advertising, or otherwise, on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. You may remove your User Content from the Site at any time. If you choose to remove your User Content, the license granted above will automatically expire, however you acknowledge that the Company may and you permit the Company to retain archived copies of your User Content.

Third Party Websites and Content

The Company is not responsible for the contents of any third party sites, or third party applications, software or content, accessed through a link contained on the Site. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of such third party site, the products, service or information provided, or any association with its operators.

Terms of Sale

A business user's use of the Site and the Service is also governed by the Terms of Sale. In the event of any conflict between this Agreement and the Terms of Sale, this Agreement will govern.

User Disputes

You are solely responsible for your interactions with other registered users

Privacy

By using the Site or the Service, you are consenting to our collection, storage, disclosure and use of any personal information you voluntarily provide to when you register as a user of the Site and the Service, for the purposes of providing the Site and the Service, and for the promotion of the Site and the Service and any other products and services provided by us and our affiliate which we consider may be of interest to you. We are not responsible for and will not be liable in any manner for the use of your personal information by any other user of the Site or Service. We intend that any and all uses of your information would comply with the laws governing this agreement. If you do not wish to receive information from us, you may contact us at the e-mail address given in our Contacts section.

Disclaimers

The Company is not responsible or liable in any manner for any User Content or Third Party Applications, Software or Content posted on or made available through the Site or in connection with the Service, whether posted or caused by users of the Site, by studibudi, by third parties or by any of the equipment or programming associated with or utilized in the Site or the Service. Although we provide rules for user conduct and postings, we do not control and are not responsible for what users post, transmit or share on the Site and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter on the Site or in connection with any User Content or Third Party Applications, Software or Content. The Company is not responsible for the conduct, whether online or offline, of any user of the Site or Service.

The Site and the Service may be temporarily unavailable from time to time for maintenance or other reasons. The Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. The Company is not responsible for any technical malfunction or other problems of any telephone

network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Site or combination thereof, including injury or damage to User's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the Web and/or in connection with the Service, including any Mobile Client software. Under no circumstances will the Company be responsible for any loss or damage, including any loss or damage to any User Content or personal injury or death, resulting from anyone's use of the Site or the Service, any User Content or Third Party Applications, Software or Content posted on or through the Site or the Service or transmitted to Users, or any interactions between users of the Site, whether online or offline.

THE SITE, THE SERVICE, AND THE SITE CONTENT ARE PROVIDED "AS-IS" AND THE COMPANY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE COMPANY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITE AND/OR THE SERVICE. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT SOFTWARE, CONTENT OR MATERIALS ON THE SITE OR THE SERVICE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT THE SITE OR SERVICE OR THE SITES SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE OF THE SITE AND THE SERVICE AND ANY THIRD PARTY APPLICATIONS, SOFTWARE OR CONTENT AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT, MATERIAL, DATA OR SOFTWARE FROM OR THROUGH THE SITE AND THE SERVICE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA OR OTHER HARM OF ANY KIND THAT MAY RESULT.

The Company reserves the right to change any and all content, software and other items used or contained in the Site and any Services at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by the Company.

Limitation on Liability

IN NO EVENT WILL THE COMPANY OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICE, ANY CONTRACTUAL OR OTHER DEALINGS WITH OTHER USERS, OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE SITE, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO COMPANY FOR THE CURRENT SERVICE TERM . YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO THE COMPANY FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM THE COMPANY, REGARDLESS OF THE CAUSE OF ACTION.

Termination

The Company may terminate your membership, delete your profile and any content or information that you have posted on the Site and/or prohibit you from using or accessing the Service or the Site (or any portion, aspect or feature of the

Service or the Site) for any reason, or no reason, at any time in its sole discretion, with or without notice, including if it believes that you are under the age of majority, or under 15 and not in high school, college or university.

Governing Law; Venue and Jurisdiction

You agree that the laws of the Province of British Columbia, Canada, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and the Company or any of our affiliates. You hereby consent to the exclusive jurisdiction and venue of courts of British Columbia in all disputes arising out of or relating to your use of the Site and the Service. Use of the Site and the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Use, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement or use of the Site and the Service. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained herein is in derogation of our right to comply with governmental, court and law enforcement requests, or requirements relating to your use of the Site and the Service or information provided to or gathered by us with respect to such use.

Indemnity

You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including attorney's fees on an own client basis, arising out of or in connection with any User Content, any Third Party Applications, Software or Content you post or share on or through the Site, your use of the Service or the Site, your conduct in connection with the Service or the Site or with other users of the Service or the Site, or any violation of this Agreement or of any law or the rights of any third party.

Definitions and Constructions

Unless otherwise specified, the terms "includes", "including", "e.g.", "for example", and other similar terms are deemed to include the term "without limitation" immediately thereafter. Terms used in these Terms with the initial letter(s) capitalized will have the meaning attributed to them in these Terms.

Other

Except for the Terms of Sale for business users, these Terms of Use constitute the entire agreement between you and Company regarding the use of the Site and/or the Service, superseding any prior agreements between you and Company relating to your use of the Site or the Service. The failure of Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of this Agreement is held invalid, or unenforceable, that provision shall be deemed severable and the remainder of this Agreement shall continue in full force and effect.

Questions

Please visit our [Help](#) or [FAQ](#) page for more information.