

Morley Process Services

Efficiency, Integrity, Trust

Effective 2017

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These terms and conditions may vary in situations where special arrangements have been negotiated in writing by a party with **MORLEY PROCESS SERVICES**.

MORLEY PROCESS SERVICES may make changes to these terms and conditions at any time and from time to time for any reason without notice to you. You should periodically revisit these terms and conditions to review the current terms and conditions governing your use of this website.

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General Business Hours

MORLEY PROCESS SERVICES' regular hours of business are 8:30 a.m. to 6:00 p.m. (Vancouver, Canada Time), Mondays to Fridays, except statutory holidays in the Province of British Columbia. Special arrangements may be made with **MORLEY PROCESS SERVICES** to complete services outside of these regular business hours.

Processing of Requests For Service

MORLEY PROCESS SERVICES will process work orders or other requests for service upon receipt, whether in paper or electronic form, during its regular business hours unless special arrangements are made with **MORLEY PROCESS SERVICES** to complete services outside of these regular business hours. The completion time for a work order will vary depending on the type of work to be completed, the sufficiency and completeness of instructions received from the customer, the availability and limitations of government and third party databases, the processing time of government and third

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party offices and registries, the requirement to use third parties, and other factors beyond the control of **MORLEY PROCESS SERVICES**.

Accuracy of Information and Instructions

It is your responsibility to provide accurate and complete information and instructions to **MORLEY PROCESS SERVICES**.

Service and Defect Guarantees

MORLEY PROCESS SERVICES provides service guarantees which vary depending on the type of service. If you are dissatisfied with the way your work was handled and it was not completed in accordance with our service guarantee, we will take all commercially reasonable steps to correct the work and/or issue a credit of **MORLEY PROCESS SERVICES'** fees to you.

Use of Third Parties

MORLEY PROCESS SERVICES may, at its sole discretion, use third parties to complete work or services. **MORLEY PROCESS SERVICES** will use reasonable care in the selection of third parties and providing instructions to third parties. **MORLEY PROCESS SERVICES** cannot guarantee the performance of third parties or the timeliness of performance by third parties including, without limitation, courier or delivery services.

Invoices and Payment Terms

All invoices issued by **MORLEY PROCESS SERVICES** are due and payable within 14 days of the date of the invoice. Outstanding amounts not paid when due are subject to a service charge of 2% per month (24.0% per annum). On-line payment may only be made by Visa or MasterCard.

*****NOTE***** It is your responsibility to pay invoices issued by **MORLEY PROCESS SERVICES** for services that you and/or your firm requested **MORLEY PROCESS SERVICES** to perform. Unless otherwise agreed upon, **MORLEY PROCESS SERVICES** does NOT consent to the responsibility of invoices issued by **MORLEY PROCESS SERVICES** being paid by Third Parties that did not directly request services to be performed by **MORLEY PROCESS SERVICES**.

Morley Process Services

Efficiency, Integrity, Trust

Effective 2017

No Legal Advice

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Morley Process Services

Efficiency, Integrity, Trust

Effective 2017

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Severability

If any part of these terms and conditions is determined to be unlawful, void, invalid or unenforceable, then that part shall nonetheless be enforced to the fullest extent

Morley Process Services

Efficiency, Integrity, Trust

Effective 2017

permitted by applicable law, and such determination shall not affect the validity and enforceability of any other part of these terms and conditions.

Governing Law

This agreement and the resolution of any dispute related to this agreement or access to or use of this website and the information, products and services obtained through this website shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein (without giving effect to any principles of conflicts of law). You consent and submit to the exclusive

jurisdiction of the courts located in the Province of British Columbia in all questions and disputes arising out of your use of this website and this agreement.

Legal Notices

Communications made through this website's e-mail and messaging system is for convenience only and shall not be deemed to constitute legal notice to **MORLEY PROCESS SERVICES**, or any of its officers, agents, employees or representatives, with respect to any existing or potential claim, or cause of action, or for any other purpose.