

Property Vista Software Inc. Terms of Use (Terms of Use)

Please read these Terms of Use carefully.

Welcome to the Property Vista's LeadManaging website (the Site), which is owned and operated by Property Vista Software Inc. (PVS, We, Our, Us). BY CONTINUING TO USE THIS SITE AND/OR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE, AND ALL RELATED POLICIES AND GUIDELINES OF THE SITE, IF ANY, ARE INCORPORATED BY REFERENCE AS INDICATED IN THESE TERMS OF USE.

PVS reserves the right to change any of these Terms of Use or any other policies or guidelines governing the Site and/or the Services, at any time and in its sole discretion. Any changes will be effective upon posting of the revisions on the Site. Your use of the Site and/or Services will be subject to the most current version of the Terms of Use posted on the Site at the time of such use. YOUR CONTINUED USE OF THIS SITE AND/OR THE SERVICE FOLLOWING PVS'S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS. IF YOU DO NOT AGREE TO ANY CHANGES TO THESE TERMS OF USE, PLEASE IMMEDIATELY DISCONTINUE USE OF THE SITE AND/OR THE SERVICES.

A. GENERAL

1. Your use of the Site

(a) The Site and the Services contains text, graphics, logos, icons, and other materials (Site Content) furnished by PVS. The Site Content is protected under copyright, trade-mark, and other intellectual property laws of Canada, the United States and other nations. All Site Content, including the collection, arrangement, and assembly of such content, is the exclusive property of PVS and its licensors. You may not sell, reproduce, distribute, modify, display, prepare derivative works based on, re-post or otherwise use any of the Site Content in any way for any public or commercial purpose without the prior written consent of PVS.

(b) Nothing contained in this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trade-mark displayed on this Site. The Property Vista or LeadManaging name and logo are trade-marks of PVS. Any and all other trade-marks contained in the Site belong to their respective owners.

(c) You understand and agree that the Site is provided AS-IS and that PVS assumes no responsibility for the timelines, truthfulness, accuracy, reliability or completeness of any information made available to You through the Site or for the misdelivery of any information extracted or downloaded by You.

2. CONDUCT AND USE OF THE SITE AND THE SERVICES

(a) You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that You, and

not PVS, are entirely responsible for all Content that You upload, post, email, transmit or otherwise make available via the Site and/or the Services.

(b) Although PVS has no obligation to review the Content provided by You or Your use of the Services, PVS may do so and may block any email messages and/or terminate any use of the Services that PVS believes may be (or is alleged to be) in violation of the Terms of Use.

(c) PVS does not control the Content posted via the Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will PVS be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Site and/or the Services.

(d) You agree not to attempt to damage, deny service to, hack, crack, reverse-engineer, or otherwise interfere (collectively, "Interfere") with the Site and/or the Services in any manner. If You in any way Interfere with the Site and/or the Services, You agree to pay all damages incurred by PVS. Your Interference with the Site and/or the Services relieves PVS of any of its contractual or other legal obligations to You, including PVS's obligations under its Privacy Policy. PVS will cooperate with the authorities in prosecuting You if you Interfere with the Site and/or the Services, attempt to defraud PVS, or attempt to defraud credit card companies or any other parties through Your use of the Site and/or the Services.

(e) You agree not to upload survey links to message boards or newsgroups without PVS's express permission.

(f) You agree to not use the Site or the Services to:

(i) upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

(ii) harm minors in any way;

(iii) impersonate any person or entity, including, but not limited to, a PVS official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

(iv) upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(v) upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

(vi) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation;

(vii) interfere with or disrupt the Site and/or the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Site and/or Services;

(viii) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the Ontario Securities Commission, the Canadian Securities Administrators, the United States Securities and Exchange Commission; any rules of any national or other securities exchange, including, without limitation, the Toronto Stock Exchange, the New York Stock Exchange, the American Stock Exchange or the NASDAQ; and any regulations having the force of law.

(g) Violation of any of the items in this Section relieves PVS of any of its contractual or other legal obligations to You, including, subject to applicable laws, PVS's obligations under its Privacy Policy. PVS reserves the right to refuse any or all service to You for any reason, at any time, at PVS's sole discretion, subject to any written agreement between You and PVS. You agree that PVS may block its IP address or addresses at any time, and in PVS's sole discretion, thereby disallowing Your continued use of the Site and/or the Services.

3. ANTI-SPAM

(a) E-mail and Prohibited Content

(i) Email messages sent in connection with the Site and/or the Services must contain an "unsubscribe" link. You acknowledge and agree that You will not hide, disable, or remove or attempt to hide, disable, or remove the opt-out link from any email invitation.

(ii) You will actively manage and process unsubscribe requests received by You directly within ten (10) days of submission, and update your email lists and address books to reflect the unsubscribe requests. You are responsible for ensuring that during use of the Site and/or the Services Your email messages do not generate a number of spam complaints in excess of industry standards. If PVS determines that your level of spam complaints is higher than industry standards, PVS, in its sole discretion, has the right to terminate Your use of its Services.

(b) Permission Lists Only

(i) PVS has a zero-tolerance spam policy. You will be denied access to the Site and/or the Services for sending unsolicited email messages. Recipients must have opted in to receiving email communications from You, the sender. You can only use PVS to send emails to lists of recipients that have given You permission to email them.

(ii) The use of third-party, purchased, rented, or harvested mailing lists is prohibited. PVS will terminate Your use of the Site and/or the Services if You violate this prohibition.

(iii) You can not use the Site and/or the Services to email newsgroups, message boards, distribution lists, or unsolicited email addresses.

(iv) You agree that you will not utilize the Site and/or the Services to send any commercial electronic mail messages to any recipient who has opted out, unsubscribed, or otherwise objected to receiving such messages from You or another party on whose behalf You may be commissioned.

4. COPYRIGHT LAWS

(a) The Services are licensed, not sold. All title and copyrights in and to the Site and the Services are owned by PVS or its suppliers.

(b) All title and intellectual property rights in and to the Site Content which may be accessed through use of the Site and/or the Services are the property of the respective Site Content owner and also may be protected by applicable copyright or other intellectual property laws and treaties.

(c) In the event of any dispute between You and a third party in respect of any alleged copyright infringement arising from Your use of Site Content via the Site and/or the Services (a Dispute or Disputes), You hereby release and agree to hold harmless PVS, its directors, officers, shareholders, advisors, agents and employees, from any and all claims, demands and damages (whether actual, consequential, undisclosed, disclosed or otherwise) arising out of or in any way connected with such Disputes.

5. COMPLIANCE WITH APPLICABLE LAWS

(a) You shall use the Site and the Services only in compliance with the Terms of Use, and all other applicable local, state, provincial, federal, Canadian, U.S. and international laws (including, but not limited to, policies and laws related to spamming, copyright and trademark infringement, defamation, privacy, obscenity, and child protective email address registry laws). Without limiting the foregoing, You will not make any disclosure of personal information to PVS without first obtaining the necessary consents in compliance with applicable privacy laws.

(b) You also agree not to intentionally or unintentionally violate any applicable local, state, provincial, federal, national, or international law, including, but not limited to, regulations promulgated by the Ontario Securities Commission, the Canadian Securities Administrators, the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the Toronto Stock Exchange, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law.

6. MODIFICATIONS TO the site and the SERVICES

(a) PVS reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site and/or the Services (or any part thereof) with or without notice. You agree that PVS shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

(b) You agree that PVS has no responsibility or liability for the deletion or failure to store any survey data or other Content maintained or transmitted by the Service. You acknowledge that PVS reserves the right to delete accounts that are inactive for an extended period of time. You further acknowledge that PVS reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

7. LINKS

(a) PVS makes no claims or representations about any website not under PVS's control that You may access from the Site and/or the Services by link, frame, or any other means ("Linked Site"). Any link, frame, or any other means to access any Linked Site provided by PVS or otherwise accessible from the Site and/or the Services does not constitute PVS's endorsement, recommendation, or acceptance of any responsibility for the Site Content of that Linked Site or the operators of that Linked Site.

8. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND YOU EXPRESSLY AGREE THAT:

(a) EVERYTHING ON THE SITE AND IN THE SERVICES, IS PROVIDED TO YOU AS IS AND AS AVAILABLE WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITPVSS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT.

(b) FOR GREATER CLARITY, PVS MAKES NO REPRESENTATIONS, WARRANTIES AND CONDITIONS REGARDING THE SITE CONTENT CONTAINED ON THIS SITE OR THE CONTENT MADE AVAILABLE THROUGH THE SERVICES, AND SPECIFICALLY DISCLAIMS ANY WARRANTY AND CONDITION AS TO THE SUITABILITY, RELIABILITY, TIMELINESS OR ACCURACY OF THE SITE CONTENT OR ANY CONTENT MADE AVAILABLE THROUGH THE SITE AND THE SERVICES, RESPECTIVELY, FOR ANY PURPOSE.

(c) PVS MAKES NO REPRESENTATIONS, WARRANTIES AND CONDITIONS THAT (I) THE SITE, SITE CONTENT, CONTENT OR THE SERVICES WILL MEET YOUR REQUIREMENTS; (II) ACCESS TO THE SITE OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, SITE CONTENT, CONTENT OR THE SERVICES WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY SITE CONTENT AND CONTENT OBTAINED BY YOU THROUGH THE SITE OR THE SERVICES, RESPECTIVELY, WILL MEET YOUR EXPECTATIONS; AND (IV) YOUR USE OF THE SITE, SITE CONTENT, CONTENT OR THE SERVICES WILL NOT VIOLATE COPYRIGHT LAWS IN OTHER JURISDICTIONS OR THE RIGHTS OF THIRD PARTIES.

(d) ANY SITE CONTENT AND CONTENT DOWNLOADED, EXTRACTED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR THE SERVICES, RESPECTIVELY, IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO

YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOADING OF ANY SUCH MATERIAL.

(e) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PVS OR THROUGH THE SITE OR THE SERVICES SHALL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY MADE HEREIN.

(f) Aggregated Data Use. PV owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations and reports processed in the Service and the performance results for the Service (the "Aggregated Data"). Nothing herein shall be construed as prohibiting PV from utilizing or disclosing the Aggregated Data for purposes of operating PV's business, provided that PV's use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any individual.

9. LIMITATION OF LIABILITY

(a) THE SERVICES IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE SITE AND/OR THE SERVICES. PVS AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE SITE AND/OR SERVICES. AT ANY TIME, PVS CORPORATION AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELIPVSS, LACK OF VIRUSES OR OTHER HARMFUL COMPONENTS AND ACCURACY OF THE SITE CONTENT AND THE SERVICES, CONTAINED WITHIN THE SITE AND/OR THE SERVICES, FOR ANY PURPOSE. ALL SUCH SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. PVS AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO ITS SITE AND/OR SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITPVSS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE AND NON-INFRINGEMENT. YOU SPECIFICALLY AGREE THAT PVS SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT, ANY CONTENT SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SITE AND/OR SERVICES. YOU SPECIFICALLY AGREE THAT PVS IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. YOU SPECIFICALLY AGREE THAT PVS IS NOT RESPONSIBLE FOR ANY CONTENT SENT USING AND/OR INCLUDED IN THE SITE AND/OR SERVICES BY ANY THIRD PARTY.

(b) IN NO EVENT SHALL PVS AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, CONTENT OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE AND/OR SERVICES, WITH THE DELAY OR INABILITY TO USE THE SITE AND/OR SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY CONTENT

OBTAINED THROUGH THE SITE AND/OR SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE AND/OR SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF PVS OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE AND/OR SERVICES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND/OR SERVICES.

(c) You specifically acknowledge that PVS is not liable for the defamatory, offensive or illegal conduct of third-parties and that the risk of injury from the foregoing rests entirely with You. Further, PVS shall have no liability to You for any Site Content or Content downloaded from the Site or the Services, respectively. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so some of the above limitations may not apply to You. You agree that the aggregate liability of PVS, its directors, officers, shareholders, employees, agents or advisors to You for any and all claims under contract, warranty, negligence, strict liability, or other theory arising from the Terms of Use or from the use of the Site, Site Content, Content or the Services is limited to direct and actual damages not to exceed the total amount of fees paid to PVS in relation to Your use of the Services in the three (3) month period immediately preceding the event that gave rise to the claim.

(d) You expressly understand and agree that in no event shall PVS, its directors, officers, shareholders, employees, agents or advisors be liable to You for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, Content or other intangible losses (even if PVS has been advised of the possibility of such damages under contract, warranty, negligence, strict liability or any other theory), resulting from: (i) the use or the inability to use the Site, Site Content or Content or the Services; (ii) any third party claims resulting from the use by You of the Site and/or the Services; or (iii) any other matters relating to the Site, Site Content, Content or the Services.

10. INDEMNITY

(a) You agree to indemnify and hold harmless PVS, and its officers, directors, shareholders, employees, agents and advisors from and against any claims, losses, judgments, damages, costs and expenses (including, without limitation, reasonable legal fees and disbursements), incurred by any of the foregoing parties due to or resulting from Your use of the Site, Site Content, Content or the Services or Your violation of these Terms of Use or any breach of any warranty.

11. VIOLATIONS

(a) Please report any violations of the Terms of Use to PVS at support@virtualresults.ca.

12. NO AGENCY; THIRD PARTY BENEFICIARY

(a) PVS is not Your agent, fiduciary, trustee, or other representative. Nothing expressed or mentioned in or implied from the Terms of Use is intended or will be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to these Terms of Use. These Terms of Use and all of the representations, warranties, covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of PVS, You, and relying Third Party Providers.

13. ASSIGNMENT

(a) You may not assign, convey, subcontract or delegate Your rights, duties or obligations under the Terms of Use.

14. NO WAIVER

(a) PVS will not be considered to have waived any of its rights or remedies described in the Terms of Use unless the waiver is in writing and signed by PVS. No delay or omission by PVS in exercising its rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. PVS's failure to enforce the strict performance of any provision of the Terms of Use will not constitute a waiver of PVS's right to subsequently enforce such provision or any other provisions of these Terms of Use.

15. GOVERNING LAW

(a) The Terms of Use and any action related thereto or related to the Site and/or the Services shall be governed, controlled, interpreted and defined by and under the laws of the Province of Ontario and the federal laws applicable therein without giving effect to any principles of conflicts of laws. The *United Nations Convention on the International Sale of Goods* is explicitly excluded from this agreement. You agree that any action at law or in equity arising out of or relating to the Terms of Use or Your use of the Site and/or the Services will be filed only in a court located in Toronto, Ontario, Canada, and You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts for the purpose of any such action.

16. ENTIRE AGREEMENT

(a) The Terms of Use, together with any other written agreement between PVS and You constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

17. SEVERABILITY

(a) If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

18. LIMITATION

(a) Subject to applicable law, You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site and/or the Services or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or will be forever barred.

19. HEADINGS

(a) The headings used in the Terms of Use are included for convenience only and have no legal or contractual effect.

B. Property Vista's LeadManaging Module

In addition to the foregoing Terms of Use, the following additional terms and conditions apply to Your use of the LeadManaging system (LMS):

1. LMS general users

(a) To view and/or use a demonstration of the LMS, You must provide true, accurate and complete registration information. As part of the registration process, You will be asked to select a username and password and You will be responsible for all activities occurring under Your username and for keeping Your password secure. Your username and password will allow for access to view and/or use a demonstration of the LMS only.

(b) You agree to (a) immediately notify PVS of any unauthorized use of Your password or account or any other breach of security, and (b) ensure that You exit from Your account at the end of each session. PVS cannot and will not be liable for any loss or damage arising from Your failure to comply with this provision. PVS reserves the right to monitor, reject, suspend or delete Your username and password for any reason whatsoever, in its sole discretion.

(c) Once You have a registered username and password, You may view and/or use a demonstration of the LMS (a General User or collectively, General Users). As a General User, You are limited to viewing the content of the LMS and/or using a demonstration of the LMS.

(d) PVS reserves the right, in its sole discretion, to prevent access to the LMS to any General User if the General User violates the Terms or Use or for any reason whatsoever.

(e) On providing reasonable notice to PVS, a General User may: (i) request removal of his or her personal information by contacting the Client (as defined in the LMS Client License Agreement (LMS CLA)) or if necessary, by emailing PVS at support@discoverPVS.com.

(f) PVS reserves the right at any time to modify or discontinue, temporarily or permanently, the LMS (or any part thereof) with or without notice. General Users agree that PVS will not be liable to them or to any third party for any modification, suspension or discontinuance of the LMS. Any new features that augment or enhance the VRS shall be subject to these Terms of Use.

2. LMS - CLIENTS

- (a) To obtain a license to use the LMS, You must sign up and submit the PVS Order Form. The signed LMS Order Form must be agreed to and approved by PVS.
- (b) Upon receipt of a signed PVS Order Form and payment under the terms and conditions of the PVS Order Form, PVS will provide its Client (as defined in the Order Form) with a username and password. Clients will be solely responsible for all activities occurring under the Clients username and for keeping the Clients password secure.
- (c) Once a Client has received a username and password from PVS, the Client may use the LMS subject to the terms and conditions in the Order Form.
- (d) PVS reserves the right, in its sole discretion, to prevent access to the LMS to any user of the Site and/or the Services if the user violates the Terms of Use.
- (e) PVS reserves the right at any time to modify or discontinue, temporarily or permanently, the LMS (or any part thereof) with or without notice. PVS will not be liable for any modification, suspension or discontinuance of the LMS. Any new features that augment or enhance the LMS shall be subject to these Terms of Use.