

# Liquivision X-Link (Fischer Version)

## User Agreement and Warranty

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Version 3.0 December 2009

### ► IMPORTANT NOTICE

THIS LIQUIVISION X-LINK USER AGREEMENT AND WARRANTY (THIS “AGREEMENT”) IS AN AGREEMENT BETWEEN YOU AND LIQUIVISION PRODUCTS INC. (“LIQUIVISION”). YOUR USE OF THE LIQUIVISION X-LINK REBREATHER INTERFACE (THE “X-LINK”) IS SUBJECT TO THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT. THIS AGREEMENT ALSO SETS OUT LIQUIVISION’S WARRANTY OF THE X-LINK, EXCLUSIONS AND LIMITATIONS OF LIQUIVISION’S LIABILITY TO YOU, PROVISIONS GOVERNING THE RESOLUTION OF DISPUTES AND CLAIMS BETWEEN YOU AND LIQUIVISION, AND OTHER IMPORTANT PROVISIONS. IF YOU DO NOT AGREE WITH ANY TERM OF THIS AGREEMENT, YOU MUST NOT USE THE X-LINK, AND YOU MAY RETURN THE X-LINK TO LIQUIVISION OR THE AUTHORIZED LIQUIVISION DEALER FROM WHICH YOU PURCHASED THE X-LINK FOR A FULL REFUND WITHIN 30 DAYS AFTER YOUR DATE OF PURCHASE. IF YOU USE THE X-LINK, YOU ARE DEEMED TO HAVE AGREED TO THIS AGREEMENT.

YOU MUST READ THE ENTIRE X-LINK USER MANUAL BEFORE USING YOUR X-LINK. INCORRECT USE OF THE X-LINK OR ITS ACCESSORIES WILL INVALIDATE YOUR WARRANTY AND CAN CAUSE PERMANENT DAMAGE TO THE X-LINK OR ITS ACCESSORIES.

#### 1. Important Warning

THE X-LINK AND THE LIQUIVISION X1 DIVE COMPUTER (THE “X1 DIVE COMPUTER”) ARE NOT INTENDED TO BE USED AS THE ONLY MONITOR OF OXYGEN OR OXYGEN PRESSURE. AN ADDITIONAL OXYGEN PRESSURE MONITOR AND CONTROL DEVICE SHOULD BE USED AT ALL TIMES.

THE INFORMATION PROVIDED BY THE X-LINK AND THE X1 DIVE COMPUTER MAY NOT BE ACCURATE AND SHOULD NOT BE USED FOR MAKING ADJUSTMENTS TO REBREATHER OXYGEN SETTINGS.

THE X-LINK AND THE LIQUIVISION X1 DIVE COMPUTER ARE NOT CONTROLLERS, AND DO NOT HAVE ANY CONTROL OVER A REBREATHER OXYGEN SYSTEM OR OTHER REBREATHER SYSTEM COMPONENTS.

THE X-LINK CAN STOP FUNCTIONING OR PROVIDE INACCURATE INFORMATION, WITHOUT WARNING, DUE TO VARIOUS UNCONTROLLABLE CAUSES (INCLUDING DEFECTIVE OXYGEN SENSORS OR OTHER REBREATHER SYSTEM COMPONENTS) OR THE USE OF A MANUAL OXYGEN PRESSURE SETPOINT. DEFECTIVE OR OLD OXYGEN SENSORS CAN PROVIDE INACCURATE INFORMATION, WHICH CAN LEAD TO INCORRECT AMOUNTS OF DECOMPRESSION AND DEADLY CONSEQUENCES. OXYGEN SENSORS SHOULD BE VALIDATED AND CALIBRATED USING PRESCRIBED PROCEDURES AND TEST EQUIPMENT BEFORE USE. THE X-LINK AND THE X-1 DIVE COMPUTER SHOULD NOT BE USED TO VALIDATE OR CALIBRATE OXYGEN SENSORS OR OTHER REBREATHER SYSTEM COMPONENTS.

#### 2. Your Risks and Responsibilities

Scuba diving, free diving and any other form of underwater diving (all of which are referred to in this Agreement as “diving”) are inherently dangerous and risky activities. Even with the best training, planning and equipment, participants may be injured or may die. If you choose to participate in diving, you accept the risk of injury or death and the responsibility to take all necessary steps to reduce these risks. Without limiting the foregoing, it is your sole responsibility to:

- obtain appropriate training;
- obtain, maintain and conduct appropriate pre-dive tests and checks of appropriate diving equipment, including redundant and back-up equipment to compensate for equipment failures while diving;

- plan your dive in advance and prepare and keep with you a dive plan;
- dive only within your abilities and experience and in accordance with your dive plan;
- practice safe diving techniques, including not diving alone.

You also have the other responsibilities set out below.

### 3. **The X-Link**

The X-Link consists of a computer hardware unit encased in a protective waterproof shell, a protective end cap for the Fischer Connector, and a set of screws. When you purchase an X-Link unit, you become the owner of the X-Link unit, but not any patent or other intellectual property rights in the X-Link (all of which remain the sole and exclusive property of Liquivision).

### 4. **The X1 Dive Computer and 3<sup>rd</sup> Party Software**

The X-Link as purchased by you is a computer hardware expansion interface designed to be used only with an X1 Dive Computer that has third party decompression software (“**3<sup>rd</sup> Party Software**”) installed on it. The X-Link will not operate or perform any function independently of an X1 Dive Computer with 3<sup>rd</sup> Party Software.

The Liquivision website lists 3<sup>rd</sup> Party Software designed to operate on the X1 Dive Computer and work with the X-Link. Liquivision does not recommend or endorse any 3<sup>rd</sup> Party Software, and you are responsible to select, purchase, install and properly use the 3<sup>rd</sup> Party Software of your choosing. Liquivision makes no representation, warranty, condition or guarantee regarding the current or future availability or quality of 3<sup>rd</sup> Party Software, including the availability of software updates or upgrades. Liquivision is not responsible or liable for any problems you may experience as a result of use of the 3<sup>rd</sup> Party Software, including death, personal injury or loss or damage to your computer, software, data or other personal property. Any claims regarding 3<sup>rd</sup> Party Software should be directed to the manufacturers of 3<sup>rd</sup> Party Software.

Your use of the X1 Dive Computer is governed by the applicable Liquivision X1 User Agreement and Warranty, which was included in the box with the X1 Dive Computer.

### 5. **Warranty**

5.1 **Warranty & Warranty Period:** Liquivision warrants the X-Link will be free from defects in materials or workmanship during the Warranty Period (the “**Warranty**”). If you purchased your X-Link through the Liquivision website, the Warranty Period is the one year period commencing on the date of shipment of your X-Link to you. If you purchased your X-Link from an authorized Liquivision dealer (a “**Dealer**”), the Warranty Period is one year commencing on your date of purchase of your X-Link. If you make a warranty claim, you must provide Liquivision with proof of your date of purchase of your X-Link to establish your Warranty Period, and failure to do so will result in denial of your warranty claim.

5.2 **Remedy:** In the event of any breach of the Warranty, Liquivision’s sole liability and obligation to you, and your sole right and remedy against Liquivision, is for Liquivision, at its option, to either: (i) repair or replace the defective component of the X-Link; or (ii) replace the defective X-Link in its entirety; or (iii) refund the purchase price for the defective X-Link. If Liquivision repairs or replaces your X-Link, the repaired or replacement X-Link is subject to the Warranty for the remainder of the original Warranty Period of the repaired or replaced X-Link or three months from the date of repair or replacement, whichever is longer. Any part removed from an X-Link during repair and any X-Link that is replaced or for which a refund is given by Liquivision, or by a Dealer on behalf of Liquivision, under the Warranty becomes the property of Liquivision. In fulfillment of the Warranty, Liquivision and its Dealers may use parts that are new, equivalent to new or reconditioned in the repair of an X-Link, and may provide a new, equivalent to new or reconditioned X-Link in replacement of another X-Link. Neither Liquivision nor any of its Dealers will be liable to compensate you for any loss of use of the X-Link as a result of any warranty claim, including as a result of any delay in the repair or replacement of your X-Link.

5.3 Warranty Limitations and Exclusions: The Warranty is subject to the following limitations and exclusions:

- The Warranty applies only if the X-Link is used while worn by a human being diving to a depth not exceeding 120 metres (393 feet). The Warranty is void in the event of any other use.
- The 7-pin Fischer Cable Connector is a fragile, specialized water-resistant cable connector that allows divers to plug their rebreather cable into the X-Link. The Fischer Connector requires careful maintenance prior to diving and gear storage (details in X-Link User Manual). Damage to the Fischer Connector is NOT covered by the X-Link Warranty.
- The X-Link comes with a protective end cap for the Fischer Connector. This cap must be placed on the Fischer Connector prior to any dive during which the rebreather cable is not connected, following the procedure detailed in the User Manual. Damage to the Fischer Connector due to incorrect use of the protective end cap, or failure to use the end cap, is NOT covered by the X-Link Warranty.
- The X-Link is recharged using the multifunction attachment and AC adapter provided with the X1 Dive Computer. The multifunction attachment and AC adapter are not intended for use underwater, and any submersion of those items in water will void the Warranty in respect of those items.
- The X-Link must not be recharged in direct sunlight or while exposed to temperatures in excess of 45°C (113°F). Failure to comply with this requirement will void the Warranty.
- The X-Link must be used in accordance with the X-Link User Manual. The Warranty does not apply to defects or damage caused by: (i) misuse, neglect or improper or rough handling (including punctures, bending, compressing or dropping of the X-Link); (ii) any use of the X-Link not in accordance with the X-Link User Manual; (iii) use of the X-Link with or connection of the X-Link to any product, accessory, software and/or service not manufactured, supplied or approved by Liquivision; (iv) normal wear and tear; or (v) accidents, fire, power changes, other hazards, acts of God and other causes beyond the reasonable control of Liquivision.
- The Warranty does not apply to 3<sup>rd</sup> Party Software, other software, settings, content or data that is generated by the X-Link and stored on the X1 Dive Computer at the time of purchase or afterwards, whether by Liquivision, you or any third party.
- The Warranty will be void if: (i) the X-Link has been opened, modified or repaired by any person other than Liquivision; (ii) the X-Link's serial number has been removed, erased, defaced or altered in any way or is illegible, as determined by Liquivision in its sole discretion; or (iii) the X-Link has been exposed to chemical products, including mosquito repellants.

## 6. X-Link Battery Warranty

6.1 Battery Warranty and Battery Warranty Period: Liquivision warrants that during the Battery Warranty Period (see below) the fully charged X-Link battery will operate the X-Link in dive mode, using the most current, Liquivision-approved version of the V-Planner Live software on the X1 Dive Computer, for not less than seven (7) consecutive hours (the "**Battery Warranty**"). You are responsible to ensure that the battery in your X-Link is fully charged before each dive. If you purchased your X-Link through the Liquivision website, the Warranty Period is the three (3) year period commencing on the date of shipment of your X-Link to you. If you purchased your X-Link from an authorized Liquivision dealer (a "**Dealer**"), the Warranty Period is three (3) years commencing on your date of purchase of your X-Link. If you make a warranty claim regarding the X-Link battery, you must provide Liquivision with proof of your date of purchase of your X-Link to establish your Warranty Period, and failure to do so will result in denial of your warranty claim.

6.2 Remedy: In the event of any breach of the Battery Warranty, Liquivision's sole liability and obligation to you, and your sole right and remedy against Liquivision, is for Liquivision, at its option, to either: (i) repair or replace the defective battery of the X-Link; or (ii) replace the X-Link in its entirety; or (iii) refund the purchase price for the X-Link. If Liquivision repairs or replaces the battery only, the repaired or replacement

battery is subject to the Battery Warranty for the remainder of the original Battery Warranty Period of the repaired or replaced battery or three months from the date of repair or replacement, whichever is longer. If Liquivision replaces the entire X-Link, the replacement X-Link is subject to the Battery Warranty for the remainder of the original Battery Warranty Period of the replaced X-Link or three months from the date of replacement, whichever is longer. Any battery or other part removed from an X-Link during repair and any X-Link that is replaced or for which a refund is given by Liquivision, or by a Dealer on behalf of Liquivision, under the Battery Warranty becomes the property of Liquivision. In fulfillment of the Battery Warranty, Liquivision and its Dealers may use parts that are new, equivalent to new or reconditioned, and may provide a new, equivalent to new or reconditioned battery in replacement of another battery. Neither Liquivision nor any of its Dealers will be liable to compensate you for any loss of use of the X-Link as a result of any warranty claim, including as a result of any delay in the repair or replacement of your X-Link battery.

6.3 **Warranty Limitations and Exclusions:** The Battery Warranty is subject to the following limitations and exclusions:

- The Battery Warranty applies only if the X-Link is used while worn by a human being diving to a depth not exceeding 120 metres (393 feet). The Battery Warranty is void in the event of any other use.
- The Battery Warranty does not apply if the X-Link is recharged in direct sunlight or while exposed to temperatures in excess of 45°C (113°F).
- The Battery Warranty does not apply to battery failure caused by: (i) misuse, neglect or improper or rough handling (including punctures, bending, compressing or dropping of the X-Link); (ii) any use of the X-Link not in accordance with the X-Link User Manual; (iii) use of the X-Link with or connection of the X-Link to any product, accessory, software and/or service not manufactured, supplied or approved by Liquivision; or (iv) accidents, fire, power changes, other hazards, acts of God and other causes beyond the reasonable control of Liquivision.
- The Battery Warranty will be void if: (i) the X-Link has been opened, modified or repaired by any person other than Liquivision; (ii) the X-Link's serial number has been removed, erased, defaced or altered in any way or is illegible, as determined by Liquivision in its sole discretion; or (iii) the X-Link has been exposed to chemical products, including mosquito repellants.
- The Battery Warranty does not apply if Liquivision's test lab determines that the X-Link is able to operate in dive mode and using the most current, Liquivision-approved version of the V-Planner Live software on the X1 Dive Computer for seven (7) consecutive hours.

6.4 **Out-of-Warranty Battery Replacement:** The X-Link battery can only be replaced or repaired by Liquivision. Liquivision will offer a battery replacement service for a fee, which will be available for a period of not less than ten (10) years from the original date of purchase of the X-Link. Details are available on the Liquivision website.

## **7. Warranty Procedure**

If you believe you have a warranty claim in respect of your X-Link, please consult the online help resources available at [www.liquivision.ca](http://www.liquivision.ca) or referred to in the X-Link User Manual before submitting your warranty claim and seeking warranty service. If you still believe you have a warranty claim, then contact the Dealer from which you purchased your X-Link, or Liquivision at [info@liquivision.ca](mailto:info@liquivision.ca) if you purchased your X-Link through the Liquivision website. You are responsible for all shipping costs (including insurance) incurred when sending your X-Link to Liquivision or a Dealer and returning your repaired or replacement X-Link to you.

## **8. Transfer of Your X-Link**

You may sell, give, rent or lend your X-Link to another person, provided that you give that person this Agreement at the same time and they agree to this Agreement. You will not sell, give, rent or lend your X-Link,

or otherwise permit any person to use your X-Link, unless that person has agreed to this Agreement. If you purchased your X-Link from a Dealer, you must also give that person proof of your date of purchase of your X-Link, without which they will not be entitled to submit a claim under the Warranty.

#### **9. No Other Representations, Warranties, Conditions or Guarantees**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WARRANTIES PROVIDED UNDER SECTIONS 5 AND 6 ABOVE ARE YOUR SOLE AND EXCLUSIVE RIGHTS AND REMEDIES, AND LIQUIVISION'S SOLE AND EXCLUSIVE LIABILITIES AND OBLIGATIONS TO YOU, IN CONNECTION WITH YOUR PURCHASE AND USE OF THE X-LINK, AND ARE IN LIEU OF EVERY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES OF ANY NATURE OR KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE, INCLUDING ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF OR RELATING TO ACCURACY; CAPACITY; COMPLETENESS; DELAYS; DURABILITY; ERRORS; FITNESS FOR A PARTICULAR PURPOSE; LACK OF NEGLIGENCE, VIRUSES OR OTHER HARMFUL COMPONENT, ERRORS, OR INTERRUPTED SERVICE; MERCHANTABILITY; NON-INFRINGEMENT; PERFORMANCE; RESULTS; SUITABILITY; QUALITY; TIMELINESS; TITLE; OR WORKMANLIKE EFFORT; ALL OF WHICH ARE HEREBY DISCLAIMED BY LIQUIVISION TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LIQUIVISION MAKES NO REPRESENTATION, WARRANTY, CONDITION OR GUARANTEE THAT: (A) THE X-LINK WILL BE COMPATIBLE WITH ANY PARTICULAR 3<sup>RD</sup> PARTY SOFTWARE; (B) THE X-LINK WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR WILL BE FREE OF ERRORS OR THAT ANY ERRORS WILL BE CORRECTED; (C) DATA CONVERTED AND TRANSMITTED BY THE X-LINK TO THE X1 DIVE COMPUTER WILL BE ACCURATE, COMPLETE, SEQUENTIAL, OR TIMELY; (D) CERTAIN OR ANY RESULTS MAY BE OBTAINED THROUGH THE USE OF THE X-LINK; (E) THE USE OF THE X-LINK WILL BE FREE OF ERRORS, VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE OR DISRUPTIVE COMPONENTS; (F) THE USE OF THE X-LINK WILL NOT INFRINGE THE RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; OR (G) WITH RESPECT TO THE 3<sup>RD</sup> PARTY SOFTWARE (INCLUDING THAT THE 3<sup>RD</sup> PARTY SOFTWARE WILL BE AVAILABLE, SUPPORTED OR OPERATE PROPERLY); AND LIQUIVISION DISCLAIMS ANY AND ALL LIABILITY REGARDING SUCH MATTERS TO THE FULLEST EXTENT PERMITTED BY LAW.

#### **10. Exclusion of Damages**

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND EXCEPT FOR LIQUIVISION'S WARRANTY OBLIGATIONS UNDER SECTIONS 5 AND 6 ABOVE, IN NO EVENT WILL LIQUIVISION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSS OR DAMAGE ARISING FROM, CONNECTED WITH, OR RELATING TO THE X-LINK OR ANY 3<sup>RD</sup> PARTY SOFTWARE, OR USE OF THE X-LINK OR ANY 3<sup>RD</sup> PARTY SOFTWARE, THIS AGREEMENT, THE SUBJECT MATTER OF THIS AGREEMENT, OR OTHERWISE, INCLUDING LOSS OF DATA, BUSINESS, MARKETS, SAVINGS, INCOME, PROFITS, USE, PRODUCTION, OR GOODWILL, ANTICIPATED OR OTHERWISE, OR ECONOMIC LOSS.

#### **11. Risk of Personal Injury or Death**

YOU AGREE THAT YOU UNDERSTAND AND ACCEPT ALL RISKS ASSOCIATED WITH DIVING, AND THAT LIQUIVISION IS NOT LIABLE TO YOU OR ANY OTHER PERSON, INCLUDING YOUR HEIRS, EXECUTORS OR PERSONAL REPRESENTATIVES, FOR ANY LOSS, DAMAGE, COST, EXPENSE OR CLAIM ARISING OUT OF, CAUSED BY OR RELATING TO YOUR PERSONAL INJURY OR DEATH WHILE DIVING, EVEN IF YOUR PERSONAL INJURY OR DEATH IS CAUSED, IN WHOLE OR IN PART AND DIRECTLY OR INDIRECTLY, BY THE X1 DIVE COMPUTER, THE X-LINK, ANY 3<sup>RD</sup> PARTY SOFTWARE OR YOUR USE OF THE X1 DIVE COMPUTER, THE X-LINK, ANY 3<sup>RD</sup> PARTY SOFTWARE, AND REGARDLESS OF WHETHER OR NOT THE X1 DIVE COMPUTER, THE X-LINK, ANY 3<sup>RD</sup> PARTY SOFTWARE FUNCTIONED PROPERLY OR WAS DEFECTIVE IN ANY WAY.

YOU HEREBY IRREVOCABLY WAIVE AND RELEASE LIQUIVISION FROM ANY LIABILITY OR OBLIGATION TO YOU OR YOUR HEIRS, EXECUTORS OR PERSONAL REPRESENTATIVES FOR ANY LOSS, DAMAGE, COST, EXPENSE OR CLAIM ARISING OUT OF, CAUSED BY OR RELATING TO YOUR PERSONAL INJURY OR DEATH WHILE DIVING, EVEN IF YOUR PERSONAL INJURY OR DEATH IS CAUSED, IN WHOLE OR IN PART AND DIRECTLY OR INDIRECTLY, BY THE X1 DIVE COMPUTER, X-LINK, ANY 3<sup>RD</sup> PARTY SOFTWARE OR YOUR USE OF THE X1 DIVE COMPUTER, X-LINK,

ANY 3RD PARTY SOFTWARE, AND REGARDLESS OF WHETHER OR NOT THE X1 DIVE COMPUTER, X-LINK, ANY 3RD PARTY SOFTWARE FUNCTIONED PROPERLY OR WAS DEFECTIVE IN ANY WAY.

## **12. Limitation of Liability**

IF NOTWITHSTANDING THE PROVISIONS OF SECTIONS 9, 10, AND 11 OF THIS AGREEMENT LIQUIVISION HAS ANY LIABILITY OR OBLIGATION TO YOU IN RESPECT OF ANY MATTER REFERRED TO IN THOSE SECTIONS, LIQUIVISION'S TOTAL CUMULATIVE LIABILITY TO YOU, YOUR HEIRS, EXECUTORS AND PERSONAL REPRESENTATIVES AND TO ANY OTHER PERSON ARISING FROM, CONNECTED WITH, OR RELATING TO THIS AGREEMENT, THE X-LINK, ANY 3RD PARTY SOFTWARE OR YOUR USE OF THE X-LINK, ANY 3RD PARTY SOFTWARE, OR OTHERWISE, FROM ANY AND ALL CAUSE OR CAUSES WILL NOT, IN THE AGGREGATE, EXCEED THE PURCHASE PRICE OF THE X-LINK, AND YOU HEREBY RELEASE LIQUIVISION FROM ANY AND ALL OBLIGATIONS, LIABILITIES, CLAIMS OR DEMANDS IN EXCESS OF THIS LIMITATION.

## **13. Application of Exclusions and Limitations**

SECTIONS 10, 11 AND 12 SHALL APPLY TO ALL LOSSES, DAMAGES, COSTS, EXPENSES, CLAIMS, LIABILITIES AND OBLIGATIONS REFERRED TO THEREIN, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OR LAW OR EQUITY), REGARDLESS OF ANY NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OR OTHER FAULT OR WRONGDOING BY LIQUIVISION OR ANY PERSON FOR WHOM LIQUIVISION IS RESPONSIBLE, AND EVEN IF LIQUIVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE BEING INCURRED.

## **14. Exception to Exclusions and Limitations**

The exclusion of certain warranties and the exclusion or limitation of certain liabilities is prohibited by legislation in some jurisdictions. Such legislative limitations may apply to you.

## **15. References to Liquivision**

In sections 9, 10, 11, 12 and 13, references to Liquivision include Liquivision's past, present and future directors, officers, employees, agents, representatives, successors and assigns.

## **16. Interpretation**

In this Agreement: (i) a reference to "this Agreement" and other similar terms refers to this Agreement as a whole, and not just to the particular provision in which those words appear; (ii) "including" means including without limitation; (iii) headings in this Agreement are for reference only and do not define, limit or enlarge the scope or meaning of this Agreement or any of its provisions; (iv) words importing the singular number only include the plural and vice versa; and (v) words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, societies, and corporations.

## **17. Enurement**

The provisions of this Agreement will enure to the benefit of and be binding upon Liquivision and its successors and assigns and you and your heirs, executors, personal representatives and permitted assigns. You may not assign this Agreement except with your X-Link in accordance with section 8 above.

## **18. Governing Law and Jurisdiction**

This Agreement and all related matters will be governed, and construed in accordance with, the laws of British Columbia, Canada and applicable federal laws of Canada, excluding the United Nations Convention for the International Sale of Goods and any rules of private international law or the conflict of laws which would lead to the application of any other laws. Any dispute arising from, connected with, or relating to this Agreement or any related matters will be resolved by the courts of British Columbia sitting in the City of Vancouver, British Columbia, Canada and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those courts in respect of any and all such matters.

**19. Severability**

If any provision of this Agreement is determined to be unenforceable or invalid for any reason, then that provision will be deemed to be severed from this Agreement and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of any such severance this Agreement would fail in its essential purpose.

**20. Entire Agreement**

This Agreement constitutes the entire agreement between Liquivision and you regarding the subject matter of this Agreement and supersedes any and all previous communications, representations, negotiations, discussions, agreements or understandings, whether oral or written, between you and Liquivision or between you and any Dealer with respect to the subject matter of this Agreement. This Agreement may be modified only by a written instrument signed by Liquivision or its successors or assigns.