

## END USER LICENSE AGREEMENT (EULA)

This agreement applies to your use of all of the sites and services owned or operated by 1435898 Ontario Inc., and affiliated companies (collectively "we", "us", or "our") that we may own or operate currently or in the future (collectively, the "Sites"). This policy does not apply to your use of unaffiliated sites to which any of the Sites only link.

The terms and conditions in this agreement (the "Agreement") will govern your ("you", "your") access to our web site application (the "Application") and your use of the data you obtain by use of the Application ("Your Data"). We grant you a non-exclusive right during the term of this Agreement to use the Application pursuant to the terms and conditions set out herein. Your use of the Application confers no title or ownership in the Application. All ownership rights remain ours, or third party suppliers, as the case may be.

This agreement shall become effective as of the date of (1) your electronic signature on or acceptance of this Agreement, (2) the activation of your account or (3) your receipt of an e-mail from us confirming your order, whichever happens first.

### 1 GRANT OF LICENSE

This Agreement grants you the following rights provided that you comply with all terms and conditions of this Agreement:

1.1 For so long as this Agreement remains in force we grant you a limited, non-exclusive and non-transferable right to use the Application. We shall at all times retain ownership of Application including any documentation and any copies thereof. The Application is licensed, not sold. You shall not rent, lease, sell, sublicense, assign, or otherwise transfer any portion of the Application. You may not reverse engineer, decompile or disassemble any portion of the Application, except and only to the extent that applicable law notwithstanding this limitation expressly prohibits this limitation.

1.2 We will deliver to you, as soon as is practicable after registration for and payment of any and all fees due, the necessary password to enable you to log in to your website. You acknowledge that we have the right to reject your registration for any reason whatsoever without liability to anybody.

### 2 SERVICES TO BE RENDERED AND DELIVERY OF SERVICES

We provide marketing tools, information, information management, storage, support, web design, and web site hosting. We may store your information, content, contact lists, emails, campaign activity, statistics, reports and other information in our databases for you. We reserve the right to establish general practices and limits concerning the use of the Application, including without limitation the maximum number of days that information is stored, the maximum amount of disk space that will be allotted to you, the maximum size of campaigns sent through our Application, the scheduled time of a campaign and the maximum number of occasions that you may access the Application in a given period of time.

2.1 We may suspend performance under or terminate this Agreement, cease transmission of data associated with your domain name immediately and without notice, permanently remove Your Data, and take any other actions we deem necessary, in our sole discretion, immediately and without notice, to comply with the relevant Laws if we are informed or otherwise believe, in our sole discretion, that Your Web Site violates the intellectual property rights of any third party or is otherwise the subject of a dispute. If requested by us to delete Your Data, you will take this

action within two (2) hours of such request or we may take the requested action in your account itself. You waive any and all claims you may have, now and forever, against us relating to the content, use, and operation of Your Web Site and agree to indemnify and hold us harmless from and against any such claims.

2.2 You are responsible for ensuring good data management practices within your account and to delete old campaigns and/or lists and/or other content that is no longer required. If requested by us to delete campaigns and/or lists, you will take this action within five (5) business days of such request or we may take the requested action in your account itself. You acknowledge we may delete any information stored on our servers at any time without repercussions or liability.

### 2.3 Email Marketing

You can create and send email campaigns, electronic newsletters, and other communication messages (the "Communication") using our tools to distribute content supplied by you to email addresses also supplied by you. You acknowledge all email addresses are obtained and retained in a manner that does not violate Federal, Provincial or International privacy or any legislation to any party. You acknowledge that you are exclusively responsible for all content produced and distributed through our Application. We disclaim all copyright and other rights in such content and all responsibility for them. By posting Communication campaigns from us, you warrant that the content is true, and that you will indemnify us against any and all, direct, indirect or consequential claims and alleged claims that may arise from your use of the Application. You will also indemnify us in the event that we share the your name with third parties for violations of Usage Rules.

### 2.4 Web Hosting Services

2.4.1 We provide you a non-transferable, revocable, non-sublicensable, non-exclusive and limited license to use the amount of Web Site space allocated to you for your non-exclusive use for the exclusive purpose of storing Your Data and disseminating said data via the Internet through the use of our Application for purposes consistent with this Agreement.

2.4.2 we, either directly or through our assignee or licensee, shall at our sole discretion provide customer service and/or technical support relating to your Web Site.

2.4.3 you are responsible for backing up Your Data on your own computer. We do not warrant or otherwise guarantee that we will back up Your Data or that data which has been backed up can be retrieved, and we will not be responsible for any archiving or backup of Your Data. If any of Your Data is damaged, deleted, lost or corrupted in any way, or becomes otherwise unavailable due to termination or suspension of your account pursuant to this Agreement, we will have no obligation or liability to you.

### 2.5. Software

2.5.1 we may, in our sole discretion, provide you with additional software ("Software") in combination with our Application. Upon payment of all fees due and owing to us under this Agreement, we hereby grant, and you hereby accept, a nontransferable, revocable, non-sublicensable, and non-exclusive license to use our Software and all related documentation for your own personal or business use during the term of this Agreement. Any rights not expressly granted herein shall be reserved for us. Source code or other information pertaining to the logic design of our Software is specifically excluded from the license granted hereunder.

2.5.2 although certain Software may be provided free of charge, we reserve the right to charge for the Software or any updates thereto or upgrades therefore at any time.

2.5.3 You recognize that our Software and all related information, including but not limited to any and all updates, improvements, modifications, enhancements, and information related to installation of the our Software at your home or office, are proprietary, and that all rights thereto, including copyright, are owned by us. You further acknowledge that you have been advised that the our Software, including updates, improvements, modifications, enhancements, and information related to installation, constitutes our trade secret, is protected by civil and criminal law, and by the law of copyright, is valuable and confidential to us, and that its use and disclosure must be carefully and continuously controlled; to that end you acknowledge use of same will only be permitted under the terms of this contract.

2.5.4 we shall at all time retain title to all our Software and all related information, including all updates, improvements, modifications and enhancements, furnished to you hereunder.

2.5.5 you agree to notify us forthwith if you obtain information as to any unauthorized possession, use or disclosure of any Software by any person or entity, and further agree to cooperate with us at your expense, in protecting our proprietary rights should your breach affect our rights.

### 3 ELIGIBILITY

Our Application is available to individuals who are eighteen (18) years of age or older as well as corporations and other organizations who can form legally binding contracts under applicable law. If you do not qualify, do not attempt to use the Application. You will provide true, accurate, and current information about yourself as requested by the sign up, registration or billing process. In our sole discretion, we may refuse to offer the Application to any entity and may change the criteria for eligibility at any time.

### 4 ACCOUNT PASSWORD AND SECURITY

You are responsible for maintaining confidentiality of your user name and password and for any and all activities that occur under your user name and password. You must immediately notify us of any unauthorized use of your account or any breach of security. We cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You acknowledge and agree that under no circumstances will we be liable, in any way, for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

### 5 USAGE RULES

You represent, warrant, and covenant that use of the Application will only be in compliance with this Agreement and all applicable laws. You agree to abide by all elements of the USA federal anti-spam law (CAN-SPAM Act 2003) and the Canadian anti-spam law Personal Information Protection and Electronic Documents Act (PIPEDA). You accept full and sole liability for conforming to the law, and will in no manner hold us liable in whole or in part if you fail to conform to the law. With regard to email campaigns, you specifically agree not to use the Software:

5.1 To send email to any party who has not given their permission to receive email from you. You also acknowledge that it is unlawful to send emails to addresses that were harvested (e.g.

obtained from an automated scan of a web site) knowingly or unknowingly, and agree to never send emails to such addresses, and accept liability for misuse. Furthermore, you understand the repercussions of the contravention of this policy, including but not limited to termination of your account without refund of any monies paid.

5.2 for any unlawful purposes, to harass, threaten, embarrass or cause distress, unwanted attention or discomfort to a person or entity.

5.3 to send, submit or publish any defamatory, inaccurate, abusive, obscene, profane, or threatening material which is racially or ethnically offensive or which infringes upon the right of any third party, or links that contain nudity or sex pornography material of any kind as determined by us.

5.4 to upload, post or reproduce in any manner any material protected by copyright without the permission of the copyright owner.

5.5 you agree and warrant that your contact information is complete and accurate, and you agree to notify us within two (2) days of a change to any such contact information.

5.3 you shall at all times use Web Site space exclusively as a conventional Web Site. Should your use of our Application result in an overly high load on our equipment, in our sole discretion, we may suspend your account until the cause of any such overload is determined and resolved.

## 6 SOFTWARE MAINTENANCE/UPDATES

We reserve the right to modify or discontinue the Application, temporarily or permanently, with or without notice to you and we are not obligated to support or update the Application. We will not be liable to you or any third party in the event that we exercise our right to modify or discontinue the Application.

## 7 OWNERSHIP OF PROPRIETARY INFORMATION

You acknowledge and agree that the Application and our logos and trade names are our property or our affiliates or suppliers. You also acknowledge that we own and/or have all requisite rights in and to any Application necessary to provide the Application under this Agreement. You fully understand and acknowledge that you are not granted any right or license whatsoever to use any of the marks and logos owned by us or of any such other entity, and that all such uses of any of the marks appearing throughout the Application is strictly prohibited without prior written consent by us.

## 8 MARKETING

You grant us the right to use your name and logo in our marketing materials in any way we see fit. We must approve any use of our logo or links on your Web Site in writing. Either party may elect to issue a press release related to this Agreement. In doing so, the other party shall approve any release and such approval shall not be unreasonably withheld.

## 9 COMPATIBILITY

Unless otherwise specifically identified: (i) the Application is compatible solely with the latest browsers from Fire Fox, Internet Explorer, (ii) the Application is not compatible with interactive television protocols, and (iii) the Application shall function at resolutions of 1024 px x 768 px, (iv)

for administration of the Application, the Application is only compatible with the latest version of Internet Explorer.

## 10 FEES, EXPENSES, AND PAYMENT

10.1 Fees are charged according to the pricing plan ("Plan") selected and agreed upon by you. All prices are in Canadian dollars. Certain Plans are subject to set-up, service fees, and domain service fees, pursuant to the online fee schedule, and by registering for such Plan you agree to be liable for any and all such fees. We reserve the right to modify or otherwise alter these Plans, add new types of Plans or vary the pricing at any time. You are responsible for reviewing the pricing and remaining aware of the fees charged by us. Unless agreed upon otherwise, your fee is due monthly, in advance of the provision of services, not later than the first of that month. In the event that we determine that the services of a collection agency are necessary or appropriate to collect amounts due under this paragraph, which determination shall be made in our sole and unfettered discretion, any and all collection agency fees and other costs of collection shall be added to any amounts due under this provision. Payments not made within such time period shall be subject to late charges equal to the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. Any late payment shall be subject to costs of collection, including reasonable legal fees. We may assess you a service charge of \$50 CDN for Not Sufficient Funds in addition to the original invoice amount.

10.2 Plan fees and setup charges are not refundable under any circumstances.

10.3 We may offer subsequent promotional rates or special offers, the terms of which may or may not be more favorable than the terms and conditions for your Plan. Any such promotions or modifications shall not effect your obligations under this Agreement. Promotional fees may be subject to additional terms and conditions, which, to the extent they conflict with the terms of this Agreement, shall govern. Promotional fees and special offers may not be combined.

## 11 TAXES

You must pay, reimburse, and/or hold us harmless for all sales, use, transfer, privilege, tariffs, excise, and all other taxes and all duties, whether international, national, provincial, or local, however designated except income taxes, which are levied or imposed by reason of the performance of the professional services under this Agreement or by use of the Web Site, except income taxes.

## 12 FORM OF PAYMENT

All payments made to us under this Agreement shall be in Canadian currency in the form of company check, cashier's check, or electronic wire transfer.

## 13 TERM AND TERMINATION

Unless sooner terminated pursuant to other terms of this Agreement, and except as otherwise provided in this Agreement, this Agreement shall be for an initial term of one month and shall be automatically renewed each month for additional one month. We may accept prepayment for services to be provided under this Agreement, but such acceptance shall not modify or extend the term of this Agreement. Either party may terminate this Agreement at any time for any reason, with or without cause, upon ten (10) days' written notice. We may suspend performance under or terminate this Agreement and cease transmission of Your Web Site immediately and without notice pursuant to section 2:

13.1 if we, in our sole discretion, deem that you have breached any part of this Agreement or if you do not log into your account for more than 90 days, we may without any liability to us, and in addition to any other remedies, erase or purge any of Your Data from our Application without prior notice to you:

13.2 if you cannot make payment for fees or charges or you refuse authorization for same by the invoice due date your account will be terminated with no liability to us.

13.3 after termination, you will no longer have access to your account and Your Data, including but not limited to e-mails, log files, databases, or other data files associated with your account. You acknowledge we have no liability for deleted content.

#### 14 DISCLAIMER OF WARRANTIES

14.1 At our request, you agree to defend, indemnify and to hold us harmless, our officers, directors and employees from any claims arising from your use of our Application or your breach of the Terms of service, including, without limitation, claims of copyright infringement, patent infringement, misappropriation of trade secrets, libel, slander, trade libel, defamation, harassment, invasion of privacy or fraud.

#### 14.2 NO WARRANTIES BY US.

OUR APPLICATION IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT THE USE OF OUR APPLICATION IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT THE OUR APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO WE MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE OUR APPLICATION. NO WARRANTY IS MADE BY US REGARDING ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THIS AGREEMENT, AND WE HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: (1) ANY WARRANTIES AS TO THE AVAILABILITY, QUALITY, QUANTITY, OR CONTENT OF SERVICES OR GOODS PROVIDED TO YOU HEREUNDER, INCLUDING BUT NOT LIMITED TO YOUR SERVICES AND YOUR WEB SITE; AND (2) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT GUARANTEE THAT ANY CONTENT, INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE THROUGH OUR APPLICATION WILL BE FREE OF VIRUSES, "WORMS", "TROJAN HORSES", OR OTHER HARMFUL COMPONENTS. YOU AGREE AND ACKNOWLEDGE THAT NO REPRESENTATIONS OF ANY KIND HAVE BEEN MADE TO YOU REGARDING THE POTENTIAL VOLUME OF PATRONAGE OF YOUR WEB SITE OR ANY OTHER PERSON'S OR ENTITY'S WEB SITE OR WEB PAGE.

#### 15. OUR LIMITED LIABILITY.

YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE APPLICATION AND TERMINATE THIS AGREEMENT. IN NO CASE SHALL WE, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS OR CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF OR OTHERWISE RELATING TO OUR APPLICATION.

#### 16 THIRD PARTY DISCLAIMER

WE DO NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD-PARTY PRODUCT OR SERVICE OFFERED OR OTHERWISE ACCESSED USING OUR APPLICATION, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTIES. YOU HEREBY RELEASE US FROM ANY AND ALL OBLIGATIONS, LIABILITY AND CLAIMS IN EXCESS OF THESE LIABILITY LIMITATIONS.

#### 17 CHOICE OF LAW; VENUE; LIMITATION OF ACTIONS

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF CANADA AND NEWMARKET ONTARIO, AND ANY ACTION SHALL BE INITIATED AND MAINTAINED IN A FORUM OF COMPETENT JURISDICTION IN SUCH DESIGNATED CITY. No action by us or you arising under this Agreement may be brought at any time more than one (1) year after the facts occurred upon which the cause of action arose.

#### 18. CONFIDENTIALITY, TRADEMARK, AND COPYRIGHT

During the course of this Agreement you may gain access to certain confidential, proprietary and trade secret business or technical information belonging to us in connection with our Application ("Confidential Information"). You agree to preserve the confidentiality of all Confidential Information that is provided in connection with the Agreement, and shall not, without the prior written consent by us, disclose or make available to any person, or use for your own or any other person's benefit, other than as necessary in performance of your obligations under this Agreement, any Confidential Information of us. We retain all right and title to such Confidential Information.

#### 19. YOUR INDEMNIFICATION OF US.

You agree that you shall fully defend and indemnify us, including our officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines penalties, costs and expenses, attorneys' fees, arbitration fees, mediation fees, expert expenses, and all other consequences of every kind, directly or indirectly resulting from any and all failure(s) of you or your agent(s) to fully comply with all duties, obligations and other provisions set forth in this Agreement, including, but not limited to, your warranties set forth or your violation of a third party's intellectual property rights. You further agree to defend, indemnify and hold us harmless, including our officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from and against any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of any property damage or recoverable economic loss incurred by a third party, to the extent such damage or loss is caused by any act or omission of you or your agents in connection with the performance of this Agreement. You agree that we shall have the right to participate in the defense of any such claim through counsel of our own choosing at your expense.

#### 20. WE HAVE MADE NO REPRESENTATIONS REGARDING SUCCESS, MARKETS OR PROFITABILITY

You confirm that you have unilaterally decided to enter the online and/or Web Site service business and these are high-risk businesses. You further confirm, understand, acknowledge and expressly agree that neither we nor our agents or representatives, nor any other person is currently representing or otherwise directly or indirectly communicating in any manner herein or

otherwise, nor has at any time in the past, represented to you or has otherwise directly or indirectly communicated in any manner to you any guarantee, reassurance or any other communication of any kind. You further expressly agree not to raise any claim of any kind against us and to hold us harmless from any claim of financial investment or other loss to you directly or indirectly resulting from your decision to use the Application pursuant to this Agreement.

#### 21. SERVICES RENDERED ON A NON-EXCLUSIVE BASIS.

We reserve the right to provide similar services and granting similar licenses to third parties regardless of whether such third parties are competitors to you. Nothing in this Agreement shall limit or restrict us from engaging in any activity similar to yours or in competition with you.

#### 22. NO EDITORIAL CONTROL BY US

We neither have nor exert any editorial or other subjective control over the substantive content of Your Web Site. We do not engage in any monitoring of Your Data, and exercises no control over information that is found on the Internet save and except for any action by you, which we may deem in our sole discretion to potentially infringe on any legal right or obligation, imposed on any legal authority. You are solely responsible for the content of Your Web Site and for verifying the accuracy and suitability of information and services you obtain from third parties via the Internet.

#### 23. SEVERABILITY.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included. The invalidity or unenforceability of any provision(s) of this Agreement shall not affect the validity or enforceability of any other provision.

#### 24. NON-ENFORCEMENT DOES NOT CONSTITUTE WAIVER.

Our failure at any time to enforce any of the specific provisions of this Agreement shall not preclude any other or further enforcement of such provision(s) or the exercise of any other right hereunder. No waiver of a breach of this Agreement shall be valid unless made in writing and signed by duly authorized representative by us.

#### 25. NOTICES.

We may provide notice to you via e-mail sent to the e-mail address provided by you upon registration or as subsequently provided by you to us. Such notice is deemed effective whether you receive it or not and shall be deemed written notice for the purposes of this Agreement.

#### 26. FORCE MAJEURE.

26.1 In the event of "force majeure" (as defined below), we may terminate this Agreement without liability to us. For purposes of the Agreement, "force majeure" shall mean circumstances or occurrences beyond our reasonable control, whether or not foreseeable at the time of entering into the Agreement, in consequence of which we cannot reasonably be required to perform our obligations hereunder or otherwise perform our obligations under the Agreement. Such circumstances or occurrences include, but are not limited to: acts of God, war, civil war, insurrection, fires, floods, labor disputes, epidemics, governmental regulations and/or similar acts, embargoes, termination or temporary unavailability of any computer hardware or software,

server, or network on which the Application is located or maintained or through which the Application is provided, and non-availability of any permits, licenses and/or authorizations required by governmental authority.

26.2 We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Application or any part thereof with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Application.

#### 27. NO ASSIGNMENT BY YOU; ASSIGNMENT BY US.

This Agreement and the rights pertaining hereto may not be assigned, resold, or otherwise transferred in whole or in part by you without our prior written consent. In particular, you may not sell accounts or sub accounts to third parties. Notwithstanding the above, this Agreement shall be binding upon your successors and assigns, if any. We may assign or license any or all of our rights and/or obligations hereunder in our free, sole, and unfettered discretion.

#### 28. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between you and us, and supersedes and cancels all other prior agreements, discussion, or representations, whether written or oral.

#### 29. MODIFICATION.

We may, at any time and at our sole discretion, modify the terms and conditions of this Agreement. Any such modifications will be made available online and will be effective immediately upon posting to our website. You agree to assume responsibility for periodically reviewing this Agreement. By continuing to use the Application following the initial posting of modifications made by us, you agree to be bound by the Agreement as amended unless you opt to terminate the Agreement within fifteen (15) days of the posting of notice of such change.

Amended July 8, 2008.