

2277175 Ontario LTD operating as WebsiteForMyBusiness (from now on referred to as 'WebsiteForMyBusiness') has a variety of online products and services (the 'Service') on the following terms. By using the Service in any manner you are agreeing to comply with these terms, which may be updated without notice. We encourage you to check out these terms here frequently.

You must be at least 18 years of age and competent to enter into a contract to use the Service. These terms incorporate and supersede any other terms associated with the files and applications available on the domain [www.websiteformybusiness.com](http://www.websiteformybusiness.com), [www.webformybiz.com](http://www.webformybiz.com), its sub-domains and any international counterparts and sub-domains, as well as affiliated domains and sub-domains operated by WebsiteForMyBusiness, 'we' or 'us'.

## **WEBSITEFORMYBUSINESS TERMS OF SERVICE AGREEMENT**

*Last updated on May 3, 2011*

You (the "User"), by accessing, using or attempting to interact with WebsiteForMyBusiness, or other WebsiteForMyBusiness services, software, websites (collectively "Services") agree to be bound and abide by the terms and conditions of this agreement with WebsiteForMyBusiness (2277175 Ontario LTD).

## 1. OVERVIEW

You agree that the Services contain copyrighted material, trade secrets and other proprietary intellectual property. The Services are the property of WebsiteForMyBusiness. They are protected by trade secret, patent laws and copyright laws and other proprietary laws and they may be used and accessed only as specifically provided for in this Agreement.

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### 1.1 AGE

You agree that you will only use the Services if you are over 18 years of age and human.

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### 1.2 SOURCE CODE

You agree that you will not copy, modify, rent, lease, loan, store, sell, distribute, transfer, transmit, display, reverse engineer or otherwise attempt to discover any programming code or any source code used in or with the Services. You may not create derivative works based on the Services. You may not commercially exploit the Services, in whole or in part

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### 1.3 VIOLATIONS

You agree that any violations of these copyrights, trade secrets, patents, or the terms of this Agreement will be prosecuted to

the fullest extent of the law in federal and provincial courts in Ontario, Canada.

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## 1.4 RISK

The Services are offered on an "as is" basis and used by the User solely at his or her own risk. All user specific information provided by the User in connection with the Services shall be used to provide services and features to the user and to maintain the associated websites.

## 2. ACCEPTABLE USE

WebsiteForMyBusiness does not allow the following content or links to such content to be published on the Service:

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### 2.1 FORBIDDEN CONTENT

- Content whose purpose is to cause or incite hate, or content that could be reasonably considered as slanderous or libelous
- Content of an illegal nature (including stolen copyrighted material).
- Content of sexually explicit, violent or pornographic nature.
- Pirated software sites, including cracking programs or serial codes

Users posting any of the above content on their sites will be notified using User's current email address on file and given a 48 hour grace period to correct the problems. If no corrective actions are taken, WebsiteForMyBusiness will suspend the services of the member account until a resolution is met between the User and WebsiteForMyBusiness. A repeated violation of this Policy may cause cancellation of the Service without refund of any fees.

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## 2.2 ADDITIONAL FORBIDDEN CONTENT AND USAGE

Additionally, WebsiteForMyBusiness does not allow the following:

- Users may not send junk mail or spam to promote any website published on the Service.
- Users may not access the Service through automated methods. Use of automated code which calls the Service, except where specifically allowed, is forbidden.
- Users may not use the Service as a remote storage server only
- Users may not upload individual files larger than 20 megabytes. WebsiteForMyBusiness reserves the right to refuse to host any downloadable file.

- Users are not permitted to allow another website or hosting server to link to content files stored on WebsiteForMyBusiness' servers.

Whether an account is in violation of any of these policies is at the sole discretion of WebsiteForMyBusiness. Violation of these policies may result in tracking information being stored to identify the offending user and permanent restriction from using any of the Services provided by WebsiteForMyBusiness.

### 3. FEES

The User agrees to either a one month or twelve month contract agreement with WebsiteForMyBusiness.

At the end of the contract term, the contract will automatically renew indefinitely until explicitly canceled by the User.

Cancellation must be used by contacting WebsiteForMyBusiness' support email addresses. Any cancellation must be done at least one day prior to the end of the contract term.

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#### 3.1 REFUND POLICY

WebsiteForMyBusiness will not refund cash for early contract cancellation under any circumstance. All accounts begin with an obligation free trial which will allow the User to evaluate the service for 14 days. No credit card information is collected to

start the trial, and charges will only be applied after explicit account purchase.

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## 3.2 CHARGEBACKS

WebsiteForMyBusiness has a zero tolerance policy for chargebacks. Any customer who disputes a credit card payment that is found to be valid will be permanently blacklisted and barred from use of the Service. Any past due fees and costs will be sent to collections.

## 4. TEMPORARY USE LICENSE

The User is granted a non-transferable temporary license to use the Services only on the single computer that temporarily accesses the Services, for the duration of being logged into the User's valid WebsiteForMyBusiness account, subject to the terms of this Agreement.

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### 4.1

A WebsiteForMyBusiness account may only be created and maintained by a User who provides valid personal information about the User in the signup process. To maintain a valid account the User must always comply with the terms of this Agreement.

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### 4.2

The User is not granted a license to store any of the Services (including any portion of the documentation or software) on any computer or otherwise use such information to create derivative works.

## 5. PRODUCTS AND MATERIALS

WebsiteForMyBusiness provides Services on an "as is" basis.

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### 5.1

WebsiteForMyBusiness shall not validate any information provided by the User for use with the Services for content, correctness or usability.

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### 5.2

Use of WebsiteForMyBusiness services requires a certain level of knowledge in the user of the Internet and the World Wide Web. The User is required to have the necessary knowledge to use the Internet and the World Wide Web.

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### 5.3

It is not the responsibility of WebsiteForMyBusiness to provide free support for the User in the operation and use of WebsiteForMyBusiness.

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### 5.4

Services and features clearly indicated as "free" or "no charge" are the only services that are free or without charge. All other functionality and features provided by WebsiteForMyBusiness are provided for a fee and the User is liable for such fees.

## 6. PRIVACY AND SECURITY

The network resources of WebsiteForMyBusiness may not be used to impersonate another person or misrepresent authorization to act on behalf of others or WebsiteForMyBusiness.

The User shall not attempt to undermine the security or integrity of computing systems or networks of WebsiteForMyBusiness and must not attempt to gain unauthorized access.

WebsiteForMyBusiness reserves the right to discontinue any account that does not include a valid email address on file.

## 7. LAWFUL PURPOSE

Services provided to or used by the User may only be for lawful purposes.

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### 7.1

Storage or transmission of any material that is in violation of any Federal, State, Provincial or Local regulation is prohibited.

This includes material legally judged to be threatening or obscene, pornographic, profane or material protected by trade secrets.

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## 7.2

Users are prohibited from using WebsiteForMyBusiness services for the distribution, storing, transmission, or otherwise handling in any way of obscene or pornographic material or any other material which WebsiteForMyBusiness deems to be objectionable in its sole discretion. This includes satanic materials, and any and all materials of an adult nature, or links or any connection to such materials.

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## 7.3

The User agrees to indemnify and hold harmless and defend WebsiteForMyBusiness from any claims resulting from the User's use or User's allowed use by others of the Services which damages either WebsiteForMyBusiness, its directors or employees, its partners or another party or parties.

## 8. LIMITED LIABILITY

The User shall indemnify, defend and hold WebsiteForMyBusiness, its directors and its employees harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees ("Liabilities")

asserted against them, that may arise or result from any service provided or performed to User, its agents or employees.

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## 8.1

The User shall indemnify, defend and hold harmless WebsiteForMyBusiness, its directors and its employees against any and all Liabilities caused directly or indirectly by the User or any person who the User allows to access the Services.

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## 8.2

Under no circumstances, including negligence, shall WebsiteForMyBusiness, its directors and its employees be liable for any direct, indirect, incidental, special or consequential damages that result from the use or inability to use the WebsiteForMyBusiness services, or that results from mistakes, omissions, interruptions, deletion of files or data, defects, delays in operation, or transmission or any failure of performance whether or not limited to communication failure, acts of God, theft, destruction or unauthorized access to WebsiteForMyBusiness records or services. This paragraph shall apply to all content and functionality of WebsiteForMyBusiness Service.

## 9. TRADEMARKS AND COPYRIGHTS

The User agrees that it has the right to use any trademarks, processes or other materials that it uses with the Service.

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## 9.1

The User agrees that its content does not infringe any third party copyrights or patents.

## 10. SERVICE RELIABILITY AND WARRANTIES

WebsiteForMyBusiness makes no warranties or representations of any kind, whether expressed or implied for the Services.

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### 10.1

The User's use of WebsiteForMyBusiness services are at the User's sole risk. Neither WebsiteForMyBusiness, its directors or employees warrant that WebsiteForMyBusiness service will not be interrupted or error free, nor do they make any warranty as to the results that may be obtained from the use of the Services or the accuracy of any information service contained or provided through the WebsiteForMyBusiness services unless otherwise expressly stated in this Agreement.

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### 10.2

WebsiteForMyBusiness disclaims any warranty of fitness for any particular purpose and will not be responsible for any damage that may be suffered by the User or viewers and users

of the User's materials, including loss of data resulting from delays, non deliveries or service interruptions by any cause or errors or omissions of WebsiteForMyBusiness. Use of any information obtained from WebsiteForMyBusiness is at the User's own risk and WebsiteForMyBusiness denies any responsibility for the accuracy or quality of information provided by its services.

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### 10.3

Claims of damages against WebsiteForMyBusiness for the unavailability of the Service are expressly limited to the pro rata portion of any monthly charge pre-paid by the User directly to WebsiteForMyBusiness for the period of system unavailability.

## 11. REVISIONS AND JURISDICTION

Revisions to this Agreement will be considered agreed to by the User continuing to use or access the Services in any way.

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### 11.1

WebsiteForMyBusiness reserves the right to change or modify the Services and rates.

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### 11.2

This Agreement constitutes the entire understanding of the parties and is agreed to being entered into the Province of

Ontario, Canada. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and no party shall object to removal of any litigation to a federal or provincial court in Ontario, Canada.

## 12. TERMINATION

This Service may be terminated by either party, without cause, by giving the other party two days written notice.

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### 12.1

Notwithstanding the above, WebsiteForMyBusiness may terminate Services at any time, without penalty and without notice if the User fails to comply with any of the terms of this Agreement. WebsiteForMyBusiness may also seek legal prosecution of any violations of law or this Agreement and the User agrees to personal jurisdiction by the courts in the Province of Ontario, Canada.

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### 12.2

Upon notice of termination of Services by WebsiteForMyBusiness to the User via contact e-mail to the User's account and contact e-mail provided in the User's personal information or voluntary termination of Service by the User, WebsiteForMyBusiness has the right to delete all data, files or other information that is stored in the User's account.