

WEBSITE ON-DEMAND TERMS OF SERVICE

1. ACCEPTANCE OF TERMS

Alcaris Inc. ("PROVIDER") provides Website On-Demand ("SERVICE") to our CLIENT and/or their assigns, parent and/or and successor companies ("CLIENT"), subject to the following User Agreement and Terms of Service ("AGREEMENT"), which may be updated from time to time without notice to CLIENT. When using particular Website On-Demand services, you and PROVIDER shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the AGREEMENT. PROVIDER also may offer other services from time to time, that are governed by additional Terms of Services.

2. COMPLETE AGREEMENT

This AGREEMENT represents the complete and exclusive statement of the agreements between PROVIDER and CLIENT and supersedes all prior agreements and representations between them. The use of Website On-Demand SERVICE and web pages by CLIENT is expressly made conditional on CLIENT's assent to the terms set forth herein. PROVIDER agrees to furnish the SERVICE and web pages only upon these terms.

3. DESCRIPTION OF SERVICE

PROVIDER provides CLIENT with access to a rich collection of resources, the ("SERVICE"), for the purpose of operating your web site. Unless explicitly stated otherwise, any new features that augment or enhance the current SERVICE, shall be subject to this AGREEMENT. CLIENT understands and agrees that the SERVICE is provided "AS-IS" and that PROVIDER assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any data or settings for CLIENT.

4. DESCRIPTION OF WEB PAGES

SERVICE provides CLIENT with various elements of design, programming, source code, text, graphics, and artwork maintained by PROVIDER for the use of CLIENT, collectively the ("web pages"). Web page elements include but are not limited to the Joomla Administration Area, any and all modules exposed by the administration area, shopping cart, publishing engine, advertising engine, bulk mailer, database design, triggers, stored procedures, HTML programming, PHP programming, JavaScript programming, and script components. Unless explicitly stated otherwise, any new features that augment or enhance the web pages, shall be subject to this AGREEMENT. CLIENT understands and agrees that the web pages is provided "AS-IS" and that PROVIDER assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any data or settings for CLIENT.

5. REGISTRATION OBLIGATIONS

In consideration of CLIENT's use of the SERVICE provided by PROVIDER, CLIENT agrees to: (a) provide true, accurate, current and complete information about yourself as prompted by PROVIDER, such information being the ("Registration Data") and (b) maintain and promptly update the REGISTRATION DATA to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or PROVIDER has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, PROVIDER has the right to suspend or terminate the SERVICE and refuse any and all current or future use of the SERVICE (or any portion thereof).

6. CONDUCT

CLIENT understands that all information, data, text, web pages, 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 CLIENT, and not PROVIDER, are entirely responsible for all Content that it uploads, posts, emails or otherwise transmits via the SERVICE. PROVIDER does not control the Content posted via the SERVICE and, as such, does not guarantee the accuracy, integrity or quality of such Content. CLIENT understands that by using the SERVICE, they may be exposed to CONTENT that is offensive, indecent or objectionable. Under no circumstances will PROVIDER 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 or otherwise transmitted via the SERVICE. CLIENT acknowledges that PROVIDER does not pre-screen CONTENT, but that PROVIDER and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any CONTENT that is available via the SERVICE. Without limiting the foregoing, PROVIDER and its designees shall have the right to remove any CONTENT that violates the AGREEMENT or is otherwise objectionable. CLIENT agrees that they must evaluate, and bear all risks associated with, the use of any CONTENT, including any reliance on the accuracy, completeness, or usefulness of such CONTENT. In this regard, CLIENT acknowledges that they may not rely on any CONTENT created by PROVIDER or submitted to PROVIDER.

7. UNSOLICITED EMAIL

Sending unsolicited email is prohibited. If a complaint is received, PROVIDER, at its own discretion may determine if a violation of this policy exists. Failure to comply with this policy may result in account suspension, termination and/or a fine per incident.

8. NO ADULT CONTENT

All pornographic content and sex-related merchandising is strictly prohibited. This includes any inferred sexual content. PROVIDER will be the sole arbiter in determining violations of this provision.

9. PAYMENT FOR SERVICE

All invoices submitted by PROVIDER are payable by CLIENT upon receipt unless other arrangements are made by PROVIDER with CLIENT. Specific payment amounts, schedule and terms of payment shall be provided by PROVIDER to CLIENT. Payment will be made automatically by Credit Card unless other arrangements are made by PROVIDER with CLIENT.

10. INDEMNITY

CLIENT agrees that it shall defend, indemnify, save and hold PROVIDER harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees, asserted against PROVIDER, that arise or result from any service provided or performed or agreed to be performed or any product sold by CLIENT, its officers or employees.

11. NO RESALE

CLIENT agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the SERVICE or web pages, use of the SERVICE or web pages, or access to the SERVICE or web pages.

12. USE AND LIMITS

CLIENT acknowledges that PROVIDER may establish general practices and limits concerning use of

the SERVICE or web pages. CLIENT acknowledges that PROVIDER reserves the right to delete accounts that are inactive for an extended period of time. CLIENT further acknowledges that PROVIDER reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice. PROVIDER reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the SERVICE, web pages, or any part thereof with or without notice. CLIENT agrees that PROVIDER shall not be liable to CLIENT or to any third party for any modification, suspension or discontinuance of the SERVICE.

13. RESTRICTED USE AND NON-COMPETE

CLIENT agrees that they have no license to use, and are specifically not permitted to use, any portion of the SERVICE or web pages for any purpose other than that directed by PROVIDER. CLIENT further agrees that they will not use any portion of the SERVICE or web pages in any way which is competitive with PROVIDER without the full written consent and approval by PROVIDER.

14. PROPRIETARY RIGHTS

CLIENT acknowledges and agrees that the web pages contains proprietary and confidential information that is protected by applicable intellectual property and other laws. CLIENT further acknowledges and agrees that the web pages are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by PROVIDER with full written consent and approval, CLIENT agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on the SERVICE or the web pages, in whole or in part. CLIENT understands that their license will terminate automatically upon failure to comply with the limitations described above. On termination, CLIENT must destroy any and all copies or derivatives of the web pages and Documentation.

15. LICENSE

PROVIDER grants CLIENT a revocable, non-transferable, and non-exclusive right and license to use the web pages exclusively through your website provided that CLIENT does not sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the web pages. CLIENT agrees not to allow any third party to copy, modify, create a derivative work of, reverse engineer, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the web pages.

16. RESTRICTIONS

Any authorized copy of the Web Pages or derivative works made by you shall be subject to this Agreement. The copy or derivative work shall contain this license as well as related Documentation and all notices regarding copyrights, trademarks and other proprietary rights that came with the original web pages and Documentation. This Web Page is protected by the copyright laws of Canada and international copyright treaties. You may not rent or lease the web pages.

17. TERMINATION

CLIENT agrees to a minimum term-length of 6 months during which CLIENT may not cancel their SERVICE. CLIENT agrees to provide the PROVIDER with 60 days notice before SERVICE cancellation. CLIENT agrees to pay the PROVIDER all payments that become due during the 60 day notice period. CLIENT agrees that PROVIDER, in its sole discretion, may terminate CLIENT's password, account (or any part thereof) or use of the SERVICE, and remove and discard any CONTENT within the SERVICE, for any reason, including, without limitation, for lack of use, payment delinquency, or if PROVIDER believes that CLIENT has violated or acted inconsistently with the letter or spirit of the AGREEMENT. PROVIDER may also in its sole discretion and at any time

discontinue providing the SERVICE, or any part thereof, with or without notice. CLIENT agrees that any termination of access to the SERVICE under any provision of this AGREEMENT may be effected without prior notice, and acknowledge and agree that PROVIDER may immediately deactivate or delete CLIENT's account and all related information and files and/or bar any further access to such files or the SERVICE. CLIENT acknowledges that money back guarantees will be provided at the sole discretion of the PROVIDER. Further, you agree that PROVIDER shall not be liable to CLIENT or any third-party for any termination of CLIENT access to the Service.

18. SEVERABILITY

If any provision of this AGREEMENT is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (i) of such provision under other circumstances or (ii) of the remaining provisions hereof under all circumstances. Headings shall not be considered in interpreting this AGREEMENT.

19. GOVERNING LAW

This AGREEMENT shall be governed by and construed under Ontario law as such law applies to agreements between Canadian residents entered into and to be performed entirely within Ontario, except as governed by federal law. This AGREEMENT will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

20. ARBITRATION

All disputes arising out of or in connection with the present AGREEMENT shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

21. DISCLAIMER

PROVIDER and/or its respective suppliers make no representations about the suitability of the SERVICE and web pages for any purpose. The SERVICE and web pages are provided "as is" without warranty of any kind. PROVIDER and/or its respective suppliers hereby disclaim all warranties and conditions with regard to the SERVICE and web pages, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. In no event shall PROVIDER and/or its respective suppliers be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with use of the SERVICE or web pages. The SERVICE or web pages could include technical inaccuracies or typographical errors. Changes are periodically added to the information herein. PROVIDER and/or its respective suppliers may make improvements and/or changes in the SERVICE or web pages at anytime.

22. OWNERSHIP

PROVIDER owns all websites setup by the PROVIDER. Domain names purchased by the PROVIDER for CLIENT are purchased on behalf of the CLIENT and are the property of the CLIENT. PROVIDER's signature must be on all websites setup by PROVIDER otherwise a \$300 fee will be charged if our signature is removed without consent. Both CLIENT and PROVIDER must agree to terms before our signature is removed from your site.

23. ASSIGNABILITY

You may not transfer any rights or obligations you may have under this Agreement without the prior written consent of PROVIDER. PROVIDER reserves the right to transfer this Agreement or any right or obligation under this Agreement without your consent.

24. LEGAL COMPLIANCE

You shall comply with all applicable domestic and international laws, statutes, ordinances, regulations, contracts and applicable licenses regarding your use of Website On-Demand Services. By using PROVIDER's Website On-Demand service you understand and agree to the terms of services set forth herein.