

Pixelinity Media Service Agreement

The PIXELINITY MEDIA Website Services Do It For Me Service Package (“Package” or “DIFM Package”) contains the following services:

1. PIXELINITY MEDIA Web Hosting Services
2. PIXELINITY MEDIA Website Creation Services
3. PIXELINITY MEDIA Website Maintenance

If you have registered a domain name through PIXELINITY MEDIA, then you agree to be bound by the Domain Names Terms and Conditions.

The PIXELINITY MEDIA Graphic Design Services contains the following services:

1. PIXELINITY MEDIA Image and Vector Services
2. PIXELINITY MEDIA File Creation Services
3. PIXELINITY MEDIA Print Services

1. Agreement

This is an agreement between you and PIXELINITY MEDIA. It spells out the terms and conditions which apply to your purchase and use, in any manner, of the Services. These terms and conditions, together with such other additional or alternative terms, conditions, rules and policies which are displayed or to which you may be directed in connection with any particular Service or the Site, as all of the same may be modified by PIXELINITY MEDIA, form the agreement between you and PIXELINITY MEDIA for the Services (the “Agreement”).

You must accept the terms of this Agreement prior to ordering or using the Services. BY CONTINUING TO USE THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY AND ABIDE BY THE TERMS AND CONDITIONS CONTAINED HEREIN, AS WELL AS ALL POLICIES AND GUIDELINES INCORPORATED BY REFERENCE.

PIXELINITY MEDIA reserves the right to change or modify this Agreement, and any policy or guideline incorporated by reference at any time and from time to time in its sole discretion, and to determine whether and when any such changes apply to both existing and future customers. Any changes or modification will be posted by PIXELINITY MEDIA, and become effective upon posting of the revisions on the Site. PIXELINITY MEDIA will post a notice of such changes or modifications on the Site for thirty (30) days. You are responsible for regularly reviewing the Site to obtain timely notice of such changes or modifications. Your continued use of the Services following PIXELINITY MEDIA posting of any changes or modifications will constitute your acceptance of such changes or modifications. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR ANY MODIFICATION THERETO, YOU MAY NOT USE THE SERVICES AND YOU MUST IMMEDIATELY NOTIFY PIXELINITY MEDIA OF YOUR TERMINATION OF THIS AGREEMENT IN THE MANNER DESCRIBED IN SECTION 3 BELOW.

2. Term

2.1 Non-Subscription Term

All services that fall under the Non-Subscription term such as but are not limited to; Graphic Design Services, are not subject to a certain time frame and are considered complete upon your final approval. The terms and conditions in section 7.2 apply to you.

2.2 Minimum Term

The Minimum Term for the Services provided pursuant to this Agreement is twenty-four (24) months. The Minimum Term commences on the date you accept the Services (the “Commencement Date”).

2.3 Automatic Extension

This Agreement, as it applies to each Service, will automatically extend after the Minimum Term from month to month on the same terms and conditions unless terminated in accordance with this Agreement.

3. Termination

3.1 Termination by You or PIXELINITY MEDIA

You may terminate this Agreement at any time by notifying PIXELINITY MEDIA of the date you want the cancellation to be effective. PIXELINITY MEDIA may at any time terminate this Agreement upon 30 days' prior notice in writing. If any Services or this Agreement are terminated by either you or PIXELINITY MEDIA, for any reason, you shall pay all unpaid charges for the Services up to the termination date. If any Services or this Agreement are terminated before the end of the Minimum Term by either you or PIXELINITY MEDIA, you shall pay termination charges in an amount equal to the remaining amount owing in the Minimum Term. You acknowledge that the termination charges are a pre-estimate of the damages PIXELINITY MEDIA will sustain as a result of the early termination of the Services or this Agreement, and are not a penalty.

3.2 Termination for Cause

Notwithstanding the foregoing, PIXELINITY MEDIA reserves the right to immediately terminate the Services for reasonable cause, including but limited to (i) non-payment to PIXELINITY MEDIA; (ii) failure to meet PIXELINITY MEDIA credit requirements; (iii) non-compliance with any of the provisions of this Agreement; (iv) requests by law enforcement or other government agencies; (v) PIXELINITY MEDIA ceases to offer the Services; (vi) PIXELINITY MEDIA inability to verify or authenticate any information you provide to PIXELINITY MEDIA; or (vii) PIXELINITY MEDIA concludes in its sole discretion that your use of or access to the Services may result in liability to us. In the event of default by you, any and all payments required to be made to PIXELINITY MEDIA by you, including applicable termination charges, shall be due and payable immediately. Termination of this Agreement shall not relieve you from any liability, including amounts owing, accrued prior to the time that such termination becomes effective.

3.3 Notice of Termination

You must provide PIXELINITY MEDIA with notice of termination in writing by sending an e-mail to pixelinity@hotmail.com. You shall provide PIXELINITY MEDIA with sufficient customer identification information so that PIXELINITY MEDIA may properly identify you and your account. Notice on the part of PIXELINITY MEDIA shall be provided by way of an email from PIXELINITY MEDIA to the email address, specified by you when first ordering the Services.

3.4 Termination Policy

If you terminate Services prior to the end of a calendar month, (a) PIXELINITY MEDIA shall not refund to you any fees paid in advance of such termination. If PIXELINITY MEDIA terminates this Agreement, PIXELINITY MEDIA shall refund to you the pro-rata portion of pre-paid fees attributable to Services not yet rendered as of the termination date, unless otherwise expressly provided herein.

3.5 Liability and Obligations on Termination

Should this Agreement be terminated for any reason, PIXELINITY MEDIA will not be liable to you because of such termination for compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales, goodwill or on account of expenditures, investments, leases or commitments in connection with your business, or for any other reason whatsoever flowing from such termination. Any termination of this Agreement shall not relieve you of any obligations to pay fees and costs accrued prior to the termination date. PIXELINITY MEDIA shall have no responsibility to notify any third party of the termination of your account nor provide any termination assistance. Without limiting the generality of the foregoing, PIXELINITY MEDIA shall have no obligation to forward any email messages, data, information or other content related to your use of the Services, and you acknowledge that all such email messages, data, information and content may be immediately deleted by PIXELINITY MEDIA. PIXELINITY MEDIA reserves the right to delete any and all information in your account including the order processing information, databases, mailing lists and any web pages that were generated by the Services, upon termination of Services.

4. Payment and Charges

4.1 Charges

You agree to pay all recurring and non-recurring fees and charges (and applicable taxes) incurred which relate to your use of the Services, in accordance with the rates, terms and conditions established from time to time by PIXELINITY MEDIA that are applicable to the Services which you have selected. Such rates, terms and conditions will be posted on the Site or otherwise made available to you by PIXELINITY MEDIA. PIXELINITY MEDIA shall begin charging you on the date that you subscribe for the Services, unless otherwise specified by PIXELINITY MEDIA. All prices on the Site are net of tax and you shall be responsible for the payment of all federal, provincial, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the Services, other than taxes based on PIXELINITY MEDIA net income.

Some Services upgrades might also incur a one-time non-recurring charge to be invoiced to you in the following billing cycle.

If PIXELINITY MEDIA initiates a new domain name registration and/or transfers an existing domain name on behalf of you as a result of a special promotion offered by PIXELINITY MEDIA, PIXELINITY MEDIA reserves the right to charge for domain registration and/or Service charges unless specified in the promotion.

4.2 Payment by Credit Card

All charges for Services must be paid on a monthly basis in advance by credit card according to the then current price applicable to the Services. PIXELINITY MEDIA reserves the right to modify the forms of payment it will accept, at any time, in its sole discretion.

You expressly authorize PIXELINITY MEDIA or its agents to charge all fees and charges incurred by you under this Agreement to such credit card, and such authorization will survive termination of this Agreement until there are no charges owing by you under this Agreement. If you use a credit card and PIXELINITY MEDIA does not receive payment from the card issuer, you agree to pay all amounts due, upon demand by PIXELINITY MEDIA. You must notify PIXELINITY MEDIA of any changes to your card account (including, without limitation, applicable account number or cancellation or expiration of the account), your billing address, or any information that may prohibit PIXELINITY MEDIA from charging your account.

4.3 Failure to Pay

The billed amount is payable in full, without deduction or set off, by the due date shown on the bill. The Customer shall pay a late payment charge of 2% per month (compounded to 26.82% per year), calculated from the billing date, on any amounts not received by PIXELINITY MEDIA by the due date shown on the bill. PIXELINITY MEDIA may change the late payment charge at any time by giving at least 30 days' advance notice to the Customer.

In addition, your failure to fully pay any amounts payable to PIXELINITY MEDIA within ten (10) days after the applicable due date will be deemed a material breach of this Agreement, justifying PIXELINITY MEDIA immediate suspension of its performance of the Services and/or termination of this Agreement. You are responsible for any fees associated with reinstatement of Services. Any such termination would not relieve you from paying past due fees plus applicable late payment charges. In the event of collection enforcement, you will be liable for any costs associated with such collection, including, without limitation, legal fees, court costs and collection agency fees.

You acknowledge and agree that your content will be 'archived' for a maximum of two months, if you fail to pay PIXELINITY MEDIA amounts due and payable hereunder. If the amounts due and payable hereunder are not paid by the end of the archive period, your content will be erased. PIXELINITY MEDIA will not be responsible for any errors, loss of information or any other mishap that may occur following the first non-payment. Retrieval of the content from the archive will be on a best-effort basis. Users visiting your website during the archive period will view an error or substitute message window until the amounts due and payable hereunder have been paid.

5. Website Creation Services

5.1 Definitions

The following terms shall have the meanings set out below:

“Facebook Content” means all content or information provided by you to us which is displayed on your Facebook tab page.

“Website Content” means all content or information (including, without limitation, any text, music, sound, photographs, video, graphics, data, or software), trademarks, trade names, trade styles, logos and other intellectual property in any medium, provided by you to PIXELINITY MEDIA.

“Website Design Criteria” means the website template selected by you and an indication of whether you are requesting a standard website design or a website design with Custom Modifications.

“Website Specification” means the electronic form completed and submitted by you to PIXELINITY MEDIA, which includes contact and billing information, Website Content, Website Design Criteria.

5.2 PIXELINITY MEDIA Obligations

PIXELINITY MEDIA shall furnish to you a website (“Created Website”) that meets the requirements outlined in the Website Specification provided to PIXELINITY MEDIA by you within thirty (30) business days from the date you submit all Website Content to PIXELINITY MEDIA, provided that you do not request additional changes, modifications, customized designs or similar non-standard work (“Custom Modifications”). You agree to deliver the Website Content no later than 10 days following the Commencement Date (“Website Content Delivery Period”). In the event that the Website Content has not been received following the expiry of the Website Content Delivery Period, the Created Website will be provided to you without the Website Content. For a period of 30 days following the date that the Created Website was delivered to you, you shall be permitted to request 3 minor revisions to the Created Website. In the event that you request Custom Modifications, PIXELINITY MEDIA shall furnish to you the Created Website at a time designated by PIXELINITY MEDIA.

PIXELINITY MEDIA may perform its obligations through its affiliates, agents or subcontractors (the "Third Party Providers"), provided that PIXELINITY MEDIA shall not be relieved of its obligations under this Agreement by use of Third Party Providers. PIXELINITY MEDIA reserves the right, in its sole discretion, to modify any aspect of the Services, including, without limitation, pricing, features and the Services.

If you require help desk support from PIXELINITY MEDIA, you should call 1.250.293.6039 and inform the operator of the nature of the problem. PIXELINITY MEDIA help desk representatives will make reasonable efforts to contact you during normal business hours (EST) on the next business day to help resolve the issue. PIXELINITY MEDIA reserves the right, in its sole discretion, to alter the help desk support hours of operations.

5.3 Social Media

If purchased by you, PIXELINITY MEDIA will create a Facebook tab for the social media page of the Created Website. PIXELINITY MEDIA is not responsible for (a) reminding you to keep up-to-date information displayed on your social media pages, (b) monitoring, managing or responding to commentary on your social media page (unless otherwise agreed), or (c) making sure that all Facebook Content you provide for inclusion on your social media page is non-infringing and owned by you or authorized to be used by you. By posting the Facebook Content on your social media page, you are allowing others to view and share your Facebook Content.

Upon termination of the Services only the custom Facebook tabs PIXELINITY MEDIA creates for you will be deleted and are not recoverable. Your basic business social media account (e.g. Facebook account) and any of your Facebook Content posted therein remains intact.

You understand, acknowledge and agree that the Services rely on the availability of third party sites (including without limitation Facebook, LinkedIn or Twitter) to provide the necessary, software, networking, storage and related technology required to provide you with any social media services. These third parties may include advertisements or other links on your social media page and may make material changes to their websites or services that could significantly impact your own social media page. Moreover PIXELINITY MEDIA does not offer technical support to assist your use of third party vendors. PIXELINITY MEDIA is not responsible for, make no representations or warranties for and disclaim all liability associated with your use of the Services relative to any such third party including, without limitation, data failures, network compromises or the speed or availability of the third party service.

5.4 Maintenance

PIXELINITY MEDIA will provide you with website maintenance during the term of this Agreement in accordance with specific annual maintenance time allocations in order to allow time for changes and edits to the Created Website. Maintenance performed by PIXELINITY MEDIA is limited to changes and edits to the existing Created Website, including text and images, and does not include the provision of new material or a new website. You must agree to the time allocations estimated by PIXELINITY MEDIA before PIXELINITY MEDIA begins to perform the maintenance. The specific maintenance time allocations can be found at the Site. Maintenance time is tracked to the minute. Any maintenance time allocations for a particular month that are not used prior to the end of the month do not carry over into the subsequent month. If you wish to obtain additional maintenance time beyond the time allocations, if any, included with your Package, PIXELINITY MEDIA shall charge you its prevailing hourly rate.

5.5 Custom Video

If purchased by you, PIXELINITY MEDIA will create a custom video (the "Video") for your Created Website using pre-designed video templates. You will have access to this Video only while you are subscribed to the Services. You may display the Video only on your Created Website. You may not download the Video for your own purposes. All images, music and templates remain the property of PIXELINITY MEDIA or its licensors.

6. Graphic Design Service

6.1 Graphic Design

You may purchase the PIXELINITY MEDIA Graphic design service (the "Graphic Service") at an additional cost. If you purchase the Graphic Service, the terms and conditions in section 6 and section 7.2 apply to you.

The Graphic Service provides you the option to use a system to post specific assignments and project descriptions (each, a "Project"), including illustrative samples or other media (each, a "Creative Brief"), provide additional direction during the design process (each, a "Revision Brief") and obtain responses (each, a "Response") to those Creative or Revision Briefs. Your Responses will be created iteratively through a drafting cycle of Creative Briefs, Revision Briefs and Responses, ultimately resulting in a final Response conforming to your various Creative and Revision Briefs (the "Final Product"). PIXELINITY MEDIA does not have a duty to and does not generally screen or edit content, but PIXELINITY MEDIA reserves the right to refuse the Graphic Service, monitor or to remove, without notice, any content for projects which, in our sole discretion, are deemed illegal, misleading, or obscene, or are otherwise in breach of this Agreement.

6.2 Refunds

If you are not satisfied with the initial design Responses provided by PIXELINITY MEDIA, you may request to have a re-draw of a brand new graphic design. You may request a refund by completing a refund request form, which will be provided to you upon request. Upon timely receipt of the completed form, PIXELINITY MEDIA will refund the total payment made by you on the graphic design package purchased. However, you shall forfeit the right to the refund outlined below if you request additional revisions (1 or more design changes regardless of the complexity) or modifications to any of the initial concepts. You shall also forfeit the right to a refund if you do not respond in a timely manner to a status notification from us, as described above. There are no refunds for any rush service charges. 24 hour design fees and 24 hour rush changes are non-refundable. No refund is available for design firms or for those who order PIXELINITY MEDIA design services on behalf of another entity.

All refunds are issued within thirty business days from the day that the cancellation was requested. You agree that your acceptance of the refund shall constitute your sole and exclusive remedy with respect to related Responses. Additionally, you acknowledge that you will have no right (express or implied) to use any Response or other work product, content, or media, nor will you have any ownership interest in or to the same.

6.3 Artwork Rights

Subject to your compliance with this Agreement, you shall own the Final Product. You shall not own any materials, media or other content generated during any revision cycles leading up to the Final Product, and PIXELINITY MEDIA expressly reserves all

right, title and interest in and to the same. PIXELINITY MEDIA retains the rights to all artwork concepts and other content not selected by you. You acknowledge that your ownership rights under this Agreement are limited to the Final Product, and that no trademarks or service marks in or to any Final Product are being conveyed under this Agreement.

PIXELINITY MEDIA does not guarantee that your graphic design will not have similarities to those designed by PIXELINITY MEDIA for its other customers. Apart from your logo or business name as a whole, you obtain no right or claim of any kind to any individual design element or elements of the graphic services and PIXELINITY MEDIA reserves the right to use one or more of the design elements in other projects for other customers.

You hereby acknowledge that PIXELINITY MEDIA shall have no obligation or duty to perform trademark or copyright clearance searches, inquiries, or the like, in order to validate the propriety or legality of the Final Product. Moreover, you acknowledge that PIXELINITY MEDIA shall have no responsibility or obligation of any kind to assist you in seeking intellectual property protection, including, without limitation, trademark or copyright registration, for the Final Product, nor shall PIXELINITY MEDIA be responsible for assisting you in any way to perfect your rights in or to the Final Product. It is solely your responsibility to determine if the graphic design is suitable and appropriate for your use and to obtain the advice of an attorney or other suitable professional regarding whether or not the graphic design is legally available for your use and/or infringes the rights of any third party. Accordingly, you are encouraged to perform your own independent searches with regard to the Final Product.

7. Customer Obligations

7.1 Materials Provided by You

In connection with your use of the Services, you may provide PIXELINITY MEDIA with Content as well as text, images, photographs, graphics, sound, video and other information unrelated to the project Content (collectively, the "User Content"). You may also have the ability to view, post, publish, share, store or manage User Content via the Site or the Services. All such comments and postings are public, not private, communications.

You agree to back-up all of your User Content so you can access and use it when needed. PIXELINITY MEDIA does not warrant that it backs-up User Content, and you agree to accept as a risk the loss of any and all of your User Content. You agree to indemnify and hold PIXELINITY MEDIA and its subsidiaries and affiliates and its and their officers, directors, employees, partners and agents, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of our use of User Content.

7.2 Responses, Creative Briefs, Revision Cycles

You are solely responsible for timely preparing and posting detailed descriptions of each of your Creative Briefs, including providing samples illustrating the Customer Creative Brief and any relevant deadlines.

When PIXELINITY MEDIA provides you with a Response, you are responsible for reviewing it in a timely manner. If you fail to promptly inform PIXELINITY MEDIA that the Response is not reasonably responsive to the Creative Brief, you will be deemed to have accepted the Response. If you notify PIXELINITY MEDIA that you think a Response is not reasonably responsive to the related Creative Brief, you shall then submit a Revision Brief containing information regarding amendments or modification to be made to the initial Response. After you provide PIXELINITY MEDIA with a Revision Brief, PIXELINITY MEDIA will provide you with a subsequent Response that conforms to the additional criteria you requested. PIXELINITY MEDIA is not responsible for the content of Responses to the extent that they are prepared to conform to your Creative or Revision Briefs.

Revision cycles consist of additional compositions that incorporate changes you request in a Revision Brief. The number of revision cycles available to you is determined by the graphic design package you have purchased. The purpose of the revision process is to create Responses that move your project forward in the specific direction you have determined. You may request significant changes in the first and second cycles, and the Responses generated might be quite different in nature from the original composition you selected. For graphic design packages with more than two revision cycles, by the third revision request, your requests shall be modifications of the current composition only. Revision requests that depart from the then-current composition will be honored and completed in a timely manner, however; PIXELINITY MEDIA reserves the right to charge additional fees for each such Revision. No revision work, which requires payment, will be started without your authorization.

You agree to provide timely responses to any status notifications that PIXELINITY MEDIA sends. You shall have 30 days to respond to each Response sent . If after 30 days you have failed to respond, PIXELINITY MEDIA will assume that your project is complete and the project shall be deemed completed. At such time, PIXELINITY MEDIA will have no further obligation to you, and you will pay PIXELINITY MEDIA pursuant to the provisions of this Agreement. Notwithstanding the foregoing, PIXELINITY MEDIA reserves the right, in its sole discretion, to terminate your access to all or a portion of the Graphic Design Service, at any time, with or without notice.

8. Use of Services

8.1 Responsibility for Use

You are responsible for use of the Services and the maintenance and security of all passwords related to the Services. You are solely responsible and liable for any and all activities that occur in respect of your use of the Services, including without limitation all activities of any users authorized by you or using your passwords. You are also responsible for maintaining the confidentiality of all passwords related to your use of the Services. You agree to immediately notify PIXELINITY MEDIA of any unauthorized use of the Services or your passwords or of any other breach of security and to provide assistance to PIXELINITY MEDIA, as requested, to stop and/or remedy any breach of security. PIXELINITY MEDIA reserves the right not to change the passwords without proper identification, which may include, but is not limited to, your signature.

You are responsible for the Website Content, including without limitation, its accuracy and truthfulness and for ensuring that it does not contain any spelling or grammatical errors. You shall agree to use the Created Website as one website only, displayed at a single IP address for the single purpose specified in the Website Specification.

You shall solely be responsible for use of the Services by any of your employees, officers, directors, agents as well as your end users and agree to take all necessary measures to ensure that such persons use the Services in accordance with the terms and conditions

You shall inform PIXELINITY MEDIA and keep PIXELINITY MEDIA current with any changes to your employees, agents or representatives corresponding with PIXELINITY MEDIA.

8.2 Restrictions on Use

You agree not to store, link to, transmit, advertise or make available any images or materials that are obscene, threatening, abusive, harassing, defamatory, hateful, discriminatory or racially or ethnically objectionable. You agree not to use the Services to conduct any business or activity or solicit the performance of any activity that is prohibited by law, libellous or against any PIXELINITY MEDIA policy. Violations of these or any other provisions of this Agreement may result in termination of the services provided by PIXELINITY MEDIA with or without a notice or notification period, such notice or notification period to be granted at the sole discretion of PIXELINITY MEDIA based upon the severity of the violation.

You shall not harm the reputation, computer systems, network or programming of PIXELINITY MEDIA as well as other users of the Services. You agree not to tamper with, alter or otherwise rearrange the Services nor shall it permit or assist others to abuse or fraudulently use the Services including but not limited to using the Services:

- (a) in any manner which interferes unreasonably with the Services or PIXELINITY MEDIA network, or access thereto by other persons;
- (b) for any purpose or in any manner directly or indirectly in violation of applicable laws or in violation of any third party's rights, or
- (c) in a manner to avoid the payment of any charges or fees payable hereunder.

PIXELINITY MEDIA reserves the right to refuse to provide the Services if any of the Website Content, or links from your Created Website, is deemed illegal, misleading, or obscene, or is otherwise in breach of PIXELINITY MEDIA then current Acceptable Use Policy, in the sole and absolute opinion of PIXELINITY MEDIA. PIXELINITY MEDIA does not generally screen or edit content or links originating from your Created Website, but reserves the right (though PIXELINITY MEDIA has no duty) to monitor or to remove, without notice, any offensive or objectionable content or links, in PIXELINITY MEDIA sole discretion or upon order of a court or regulatory agency.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, THE WEBSITE CONTENT IS YOUR SOLE RESPONSIBILITY. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS PIXELINITY MEDIA AND ANY OF ITS PARENTS, SUBSIDIARIES AND AFFILIATES (“PIXELINITY MEDIA ENTITIES”) AND ANY THIRD PARTY PROVIDERS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, ADVISERS AND AGENTS FROM ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION, MISAPPROPRIATION OF ANY COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, DATA, MUSIC, IMAGE, OR OTHER PROPRIETARY OR PROPERTY RIGHT, FALSE ADVERTISING, UNFAIR COMPETITION, DEFAMATION, BUSINESS OR PERSONAL DISPUTE OR ARGUMENT, INVASION OF PRIVACY OR RIGHTS OF CELEBRITY, VIOLATION OF ANY ANTI DISCRIMINATION LAW OR REGULATION, OR ANY OTHER RIGHT OF ANY PERSON OR ENTITY, OR ANY PERSONAL OR BUSINESS ARGUMENT OR DISPUTE LOSSES, DAMAGES, LIABILITIES, JUDGEMENTS, OR SETTLEMENTS, INCLUDING REASONABLE LEGAL FEES, COSTS, AND OTHER EXPENSES INCURRED BY PIXELINITY MEDIA AND ANY PIXELINITY MEDIA ENTITIES, RELATED TO OR IN CONNECTION WITH THIS AGREEMENT. THE TERMS OF THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

8.3 Applicable Policies

The PIXELINITY MEDIA Privacy Commitment (the "PIXELINITY MEDIA Privacy Commitment") describes how PIXELINITY MEDIA collects, stores, processes and uses information associated with your use of the Services. You hereby consent to the collection, use and disclosure by PIXELINITY MEDIA and its agents of your personal information (whether previously collected or to be collected) for the purposes identified in the PIXELINITY MEDIA Privacy Commitment. The PIXELINITY MEDIA Acceptable Use Policy as it may be amended from time to time (the “PIXELINITY MEDIA AUP”), establishes the acceptable use requirements for use of the Services and outlines prohibited conduct in respect of use of the Services.

The PIXELINITY MEDIA AUP and the PIXELINITY MEDIA Privacy Commitment are referred to as the “Usage Guidelines” and may be updated from time-to-time. YOU SHOULD CAREFULLY READ THE USAGE GUIDELINES. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THE USAGE GUIDELINES AND ANY MODIFICATIONS THERETO. PIXELINITY MEDIA RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT FOR ANY VIOLATION OF THE USAGE GUIDELINES OR THIS AGREEMENT.

8.4 Material and Product Requirements

You must ensure that all material and data placed on PIXELINITY MEDIA equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation by PIXELINITY MEDIA. PIXELINITY MEDIA will make no effort to validate any of this information for content, correctness or usability. In the event that your material is not "server-ready", PIXELINITY MEDIA has the option at any time to reject this material. PIXELINITY MEDIA will notify you of its refusal of the material and afford you the opportunity to amend or modify the material to satisfy the needs and/or requirements of PIXELINITY MEDIA. Use of the Services requires a certain level of knowledge in the use of Internet languages, protocols and software. This level of knowledge varies depending on the anticipated use and desired content of your Created Website. You must have the necessary knowledge to create and maintain a website. It is not PIXELINITY MEDIA responsibility to provide this knowledge or customer support.

8.5 Bandwidth, Storage, and E-Mail Usage

You agree that use of the Services hereunder will not exceed the bandwidth, storage and E-mail usage limits set out in the Site for the Services ordered by you. If you use any bandwidth or storage space in excess of the agreed upon number of megabytes per month or if you exceed E-Mail storage and attachment size limitations, PIXELINITY MEDIA may, in its sole discretion, assess you with additional charges according to PIXELINITY MEDIA then current pricing policy, suspend the performance of the Service, or terminate this Agreement. In the event that PIXELINITY MEDIA elects to take any corrective action, you will not be entitled to a refund of any unused pre-paid fees. Warning messages will be emailed to you as you exceed 80% and 90% of your Package's respective bandwidth and disk space limits. If payment for extra usage is not received within two weeks of the invoice date, the expiry date of the account will be adjusted according to the amount outstanding.

9. Intellectual Property Rights

9.1 PIXELINITY MEDIA Property

You hereby acknowledge and agree that all programs (in object code and source code form), data, services, processes, designs, technologies, materials and all other things comprising the Services are owned by and shall remain the sole property of PIXELINITY MEDIA, its licensors or its suppliers and are protected by applicable copyrights, trade-marks, patents, trade secrets and/or other proprietary rights and laws. PIXELINITY MEDIA shall also maintain and control ownership of all Internet protocol

("IP") numbers and email addresses that may be assigned to you by PIXELINITY MEDIA. PIXELINITY MEDIA reserves, in its sole discretion, the right to change or remove any and all such IP numbers and email addresses at any time.

9.2 Your Content

PIXELINITY MEDIA does not claim ownership of information, materials, software, Website Content or User Content that you post, upload, input, provide, submit or otherwise transmit to PIXELINITY MEDIA or any third party, using the Services. However, you agree that by posting, uploading, inputting, providing, submitting or otherwise transmitting the Website Content or User Content to PIXELINITY MEDIA or any third party, using the Services, you have thereby granted PIXELINITY MEDIA a royalty-free, non-exclusive license to use, copy, distribute, transmit, display, edit, delete, publish and translate such Website Content and User Content to the extent reasonably required by PIXELINITY MEDIA for the purposes of rendering and operating the Services to you under this Agreement or to ensure adherence to or enforce the terms of this Agreement. You expressly (a) grant to PIXELINITY MEDIA a license to cache the Website Content and/or User Content, and (b) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights. You warrant and represent that you have all necessary right to provide the Website Content and User Content and that such Website Content and User Content shall not and does not violate the intellectual property rights or any other rights of any third party.

You acknowledge and hereby grant to PIXELINITY MEDIA a royalty-free, irrevocable, non-exclusive, perpetual, worldwide right (including any moral rights) to use User Content, Creative and Revision Briefs, individual Responses provided to you, and Final Product for internal and archival purposes, and in order to display and promote the Service in any form, media, or technology now known or later developed.

10. Enforcement

10.1 Investigation of Violations

PIXELINITY MEDIA may investigate any reported violation of this Agreement, its policies or any complaints and take any action that it deems appropriate and reasonable under the circumstance to protect its systems, facilities, customers and/or third parties. PIXELINITY MEDIA will not access or review the contents of any e-mail or similar stored electronic communications except as required or permitted by applicable law or legal process.

10.2 Actions

PIXELINITY MEDIA reserves the right and has absolute discretion to restrict or remove from its servers any content that violates this Agreement, or related policies, or is otherwise objectionable or potentially infringing on any third party's rights or in potentially violation of any laws. In the event of becoming aware of any possible violation by you of this Agreement, any related policies or, third party rights or laws, PIXELINITY MEDIA may immediately take corrective action, including, but not limited to, (a) issuing warnings, (b) suspending or terminating the Services, (c) restricting or prohibiting any and all uses of content hosted on PIXELINITY MEDIA systems, and/or (d) disabling or removing any hypertext links to third-party websites, any of your content distributed or made available for distribution via the Services, or other content not supplied by PIXELINITY MEDIA which, in PIXELINITY MEDIA sole discretion, may violate or infringe any law or third-party rights or which otherwise exposes or potentially exposes PIXELINITY MEDIA to civil or criminal liability or public ridicule. It is PIXELINITY MEDIA policy to terminate Services to infringers. The above stated rights of action, however, do not obligate PIXELINITY MEDIA to monitor or exert editorial control over the information made available for distribution via the Services and you acknowledge that PIXELINITY MEDIA has no obligation to censor or monitor use of the Services by you, or any obligation to censor or monitor any content, material or other information sent, received or accessible through the Services. In the event PIXELINITY MEDIA takes corrective action due to such possible violation, PIXELINITY MEDIA shall not be obligated to refund to you any fees paid in advance of such corrective action.

10.3 Disclosure Rights

To comply with applicable laws and lawful governmental requests, to protect PIXELINITY MEDIA systems and customers, or to ensure the integrity and operation of PIXELINITY MEDIA business and systems, PIXELINITY MEDIA may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e., name, e-mail address, etc.), IP addressing and traffic information, usage history, and content residing on PIXELINITY MEDIA servers and systems. PIXELINITY MEDIA also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. To the extent any inconsistency exists

between any terms of PIXELINITY MEDIA Privacy Commitment and PIXELINITY MEDIA's right to disclose under this section, PIXELINITY MEDIA's right to disclose under this section will prevail.

11. Warranties and Disclaimers

11.1 Your Warranties and Representations to PIXELINITY MEDIA

You warrant, represent, and covenant to PIXELINITY MEDIA that (a) you are at least eighteen (18) years of age; (b) you possess the legal right and ability to enter into this Agreement; (c) you will use the Services only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines; (d) you will be financially responsible for use of the Services; (e) you have acquired or will acquire all authorization(s) necessary for hypertext links to third-party websites; (f) you have verified or will verify the accuracy of materials distributed or made available for distribution via the Services, including, without limitation, the Website Content, the User Content, descriptive claims, warranties, guarantees, nature of business, and address where business is conducted, and (g) the Website Content and User Content do not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance.

11.2 Warranty and Disclaimer

PIXELINITY MEDIA warrants that the Services will be provided by qualified personnel in a professional manner. PIXELINITY MEDIA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, DURABILITY AND FITNESS FOR A PARTICULAR, OR ANY, PURPOSE AND THE SERVICES, INCLUDING ALL LOGOS AND TAGLINES, ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS.

Although PIXELINITY MEDIA will use commercially reasonable measures to maintain the security of the Services, PIXELINITY MEDIA assumes no responsibility for the effectiveness of these security measures provided by PIXELINITY MEDIA. You acknowledge that PIXELINITY MEDIA does not warrant uninterrupted or error-free Services and that PIXELINITY MEDIA does not warrant the content, availability, accuracy or any other aspect of any information including, without limitation, the accuracy of spelling or grammar, all data files, the Website Content, the User Content and all other information or content in any form or of any type, accessible or made available to or by you or your end users through the use of the Services. PIXELINITY MEDIA shall be permitted from time to time to interrupt the Services in order to provide maintenance to the Services.

PIXELINITY MEDIA makes no representations, warranties or covenants regarding, and does not guarantee, the truthfulness, accuracy, or reliability of any information or other material (including, without limitation, any Creative Brief, or Responses) that are communicated through, or posted to, the Services, nor does PIXELINITY MEDIA endorse any opinions expressed by any user of the Site. Without limiting the foregoing, PIXELINITY MEDIA makes no representations, warranties or covenants regarding the validity of the rights to Responses granted pursuant to this Agreement. You acknowledge that any reliance on information or other material, including, without limitation, any information related to your project, communicated through the Services, or posted to the Site, will be at your own risk. Without limiting the foregoing, you agree and acknowledge that you use each Response at your own risk and that you are responsible for taking any actions you deem reasonable to determine whether your use of a Response will infringe any statutory or third-party intellectual property, privacy or publicity rights. PIXELINITY MEDIA shall not be responsible for any use of photos that are not royalty free. It is your responsibility to purchase and pay for all rights to use any photos, images, graphics, icons, logos, and/or designs for any designs created by PIXELINITY MEDIA.

12. Exclusion and Limitation of Liability

12.1 Exclusion of Liability

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL THE PIXELINITY MEDIA ENTITIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OR LOSSES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, OPPORTUNITY, EARNINGS, USE OR DATA, ARISING DIRECTLY OR INDIRECTLY FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF ONE OR MORE OF THE PIXELINITY MEDIA ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES ARISING FROM OR IN ANY WAY RELATED TO DELAYS, ERRORS, INTERRUPTIONS, MISTAKES, OMISSIONS, NON-DELIVERY, INCORRECT DELIVERY, VIRUSES OR DEFECTS IN THE TRANSMISSION OF ANY INFORMATION, MATERIAL OR DATA OVER OR THROUGH PIXELINITY MEDIA SYSTEMS OR NETWORKS OR THE SYSTEMS OR NETWORKS OF THIRD PARTIES..

12.2 Limitation of Liability

CIRCUMSTANCES MAY ARISE IN WHICH YOU ARE ENTITLED TO RECOVER DAMAGES FROM ONE OR MORE OF THE PIXELINITY MEDIA ENTITIES. IN SUCH INSTANCE, THE AGGREGATE LIABILITY OF THE PIXELINITY MEDIA ENTITIES FOR DAMAGES IS LIMITED TO THE LESSER OF (A) THE AMOUNT ACTUALLY PAID TO PIXELINITY MEDIA BY YOU UNDER THIS AGREEMENT DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED (B) THE SUM OF ONE THOUSAND (\$1,000.00) DOLLARS. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES FOR THE SERVICES SET BY PIXELINITY MEDIA HEREUNDER HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. ACCORDINGLY, YOU HEREBY RELEASE THE PIXELINITY MEDIA ENTITIES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIM IN EXCESS OF THE LIMITATION STATED IN THIS PARAGRAPH.

12.3 Interruption of Service

You hereby acknowledge and agree that PIXELINITY MEDIA and its suppliers will not be liable for any temporary delay, outages or interruptions of the Services. Further, PIXELINITY MEDIA shall not be liable for any delay or failure to perform its obligations under this Agreement, where such delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications or third-party supplier failure).

13. Indemnification

13.1 Indemnity to PIXELINITY MEDIA

You acknowledge that PIXELINITY MEDIA does not own or have any control over the content, availability, accuracy, security or any other aspect of any information, including, without limitation, the Website Content, the User Content, personally-identifiable information, data, files, pictures, or content in any form or any type, accessible or may be available to or by you or your end users through the use of the Services nor does PIXELINITY MEDIA monitor the use of the Services by you or your end users, and except as provided herein, has no control over your or your end users' use of the Services. You hereby release and hold harmless, and agree to indemnify, the PIXELINITY MEDIA Entities against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by the PIXELINITY MEDIA Entities, arising out of or relating to (a) your violation or breach of any term, condition, representation or warranty of this Agreement, or any applicable policy; (b) your improper or illegal use the Services; or (c) your violation, alleged violation, or misappropriation of any intellectual property right (including, without limitation, trademark, copyright, patent, trade secrets) or non-proprietary right of a third party (including, without limitation, defamation, libel, violation of privacy or publicity).

13.2 Third Party Beneficiaries

You are hereby notified that in the event that the PIXELINITY MEDIA Entities are intended third party beneficiaries of this Agreement, with a right of enforcement of the exclusions and limitations of liability and the indemnities contained in this Agreement.

14. IP Addresses

PIXELINITY MEDIA will assign you an IP address, which will remain under the control and ownership of PIXELINITY MEDIA. You will have no right to use the IP address except as allowed by PIXELINITY MEDIA and PIXELINITY MEDIA reserves in its sole discretion the right to change or remove any and all IP numbers and addresses. Note: PIXELINITY MEDIA recommends that you use your DNS name for scripts and other automated tasks and not the IP address, as it may change.

15. General Provisions

15.1 Entire Agreement

This Agreement and any and all documents, web sites, rules, terms and policies referenced herein, constitutes the entire agreement between PIXELINITY MEDIA and you with respect to the matters referred to in this Agreement and supersedes all

prior and contemporaneous agreements and understandings, whether electronic, oral or written, between PIXELINITY MEDIA and you with respect to such matters.

15.2 Amendment

Except as otherwise provided, the only party that may amend this Agreement is PIXELINITY MEDIA.

15.3 No Waiver

The failure of PIXELINITY MEDIA to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between you and PIXELINITY MEDIA nor trade practice shall act to modify any provision of this Agreement.

15.4 Severability

In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of you and PIXELINITY MEDIA, and the remainder of this Agreement shall remain in full force and effect.

15.5 Choice of Laws

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada. You hereby irrevocably consent to the exclusive jurisdiction of the courts of the Province of British Columbia and the federal courts situated in the Province of British Columbia in connection with any matter arising under this Agreement. Use of the Services in any jurisdiction that does not give effect to all provisions of this Agreement, including without limitation this paragraph, is prohibited.

15.6 Successor Sites

All references to PIXELINITY MEDIA website addresses in this Agreement shall also include any successor or replacement websites containing substantially similar information as the referenced website(s).

15.7 Assignment

PIXELINITY MEDIA may at any time assign its rights and obligations under this Agreement, in whole or in part, without notice to you. You may not assign this Agreement.

15.8 Enurement

This Agreement will enure to the benefit of and bind you and PIXELINITY MEDIA and our respective personal and legal representatives, successors and permitted assigns.

15.9 Currency

All monetary amounts expressed in this Agreement are in Canadian dollars, unless otherwise expressly stated.

15.10 Cumulative Rights

The rights, powers and remedies of PIXELINITY MEDIA in this Agreement, including without limitation the right to suspend, restrict or terminate Services, are cumulative and in addition to and not in substitution for any right, power or remedy that may be available to PIXELINITY MEDIA at law or in equity.

15.11 Survival

Any provisions, including without limitation the disclaimers of warranty and limitations and exclusions of liability contained herein, that by their meaning are intended to survive termination of this Agreement shall survive the termination of this Agreement.

15.12 Independent Contractors

You agree that no joint venture, partnership, employment or agency relationship exists between PIXELINITY MEDIA and you as a result of this Agreement or use of the Services.

15.13 Headings

The section headings in this Agreement are for convenience only and have no legal or contractual effect.