



A division of Synaptic Soft Link Inc.

## Terms of Service Agreement

**1. INTRODUCTION.** In this Service Agreement ("Agreement"), "you" and "your" refer to each customer ("Customer") and its designated agents, including your administrative contact, and "we", "us" and "our" refer collectively to Synaptic Soft Link Inc. and its wholly owned subsidiaries ("Stunt Factory", "Cheer Web", "Monkey House Publishing"). This Agreement explains our obligations to you, and your obligations to us in relation to the Synaptic Soft Link Inc service(s) you purchase. By purchasing Synaptic Soft Link Inc's service(s) you agree to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional Synaptic Soft Link Inc service(s) or to modify or cancel your Synaptic Soft Link Inc service(s) (even if we were not notified of such authorization), this Agreement as amended covers any such service or actions. Additionally, you agree that the administrative contact for any services provided to you is your agent with full authority to act on your behalf with respect to such services, including (but not limited to) the authority to terminate, transfer (where transfer is permitted by the Agreement), or modify such services, or purchase additional services. Any acceptance of your application(s) or requests for our services and the performance of our services will occur at our offices.

**2. FEES, PAYMENT AND TERM OF SERVICE.** As consideration for the services you purchased, you agree to pay Synaptic Soft Link Inc the applicable service(s) fees set forth on our Web site at the time of your selection, or, if applicable, upon receipt of your invoice from Synaptic Soft Link Inc. All fees are due immediately and are non-refundable. You agree to pay all value added, sales and other taxes related to Synaptic Soft Link Inc services or payments made by you hereunder. All payments of fees for Synaptic Soft Link Inc services shall be made in Canadian or US dollars. Set up fees, if any, will become payable on the applicable effective date for the applicable Synaptic Soft Link Inc services. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.2% per month or the maximum amount allowed by law, whichever is less.

**3. ACCURATE INFORMATION.** You agree to: (1) provide certain true, current, complete and accurate information about you as required by the application process; and (2) maintain and update according to our modification procedures the information you provided to us when purchasing our services as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account and our services.

**4. PRIVACY.** The applicable privacy statement sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, in our sole discretion, may modify our privacy statement. We will post such revised statement on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the privacy statement become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us except as otherwise expressly provided in one or more of the Schedules attached hereto. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our privacy statement. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected, (ii) the intended recipients or categories of recipients of the third party's personal data, (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can access and, if necessary, rectify the data held about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information.

**5. OWNERSHIP.** Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the Synaptic Soft Link Inc services identified herein ("Synaptic Soft Link Inc Intellectual Property Rights") are owned by Synaptic Soft Link Inc or its licensors, and you agree to make no claim of interest in or ownership of any such Synaptic Soft Link Inc Intellectual Property Rights. You acknowledge that no title to the Synaptic Soft Link Inc Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the Synaptic Soft Link Inc or its licensors' service, other than the rights expressly granted in this Agreement. To the extent that you create any Derivative Work (any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted) such Derivative Work shall be owned by Synaptic Soft Link Inc and all right, title and interest in and to each such Derivative Work shall automatically vest in Synaptic Soft Link Inc. Synaptic Soft Link Inc shall have no obligation to grant you any right in any such Derivative Work.

**6. SITE CONTENT.** Any content supplied by you for your web site must not infringe on the intellectual or property rights of any third party. Additionally, you are prohibited from storing or posting adult content, or links to adult content. All material of pornographic nature is considered adult content. This applies to all images, documents, video, audio, text or any other information representation present on your Synaptic Soft Link Inc web site.

**7. EXCLUSIVE REMEDY.** YOU AGREE THAT OUR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY Synaptic Soft Link Inc SERVICE(S) PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID FOR SUCH SERVICE(S) DURING THE TERM OF THIS AGREEMENT. IN NO EVENT SHALL Synaptic Soft Link Inc, ITS LICENSORS AND CONTRACTORS (INCLUDING THIRD PARTIES PROVIDING SERVICES AS PART OF THE SUBSCRIPTION SERVICE FOR WEBSITES FROM Synaptic Soft Link Inc) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF Synaptic Soft Link Inc HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A PROVINCE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN Synaptic Soft Link Inc'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH PROVINCES. Synaptic Soft Link Inc and its licensors disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of god; (4) loss or liability resulting from the unauthorized use or misuse of your account number, password or security authentication option; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this agreement; (6) loss or liability relating to the deletion of or failure to store e-mail messages; (7) loss or liability resulting from the development or interruption of your web site or your Synaptic Soft Link Inc web site; (8) loss or liability from your inability to use our e-mail service, web site manager service or any component of the subscription service (for websites from Synaptic Soft Link Inc); (9) loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your domain name record or your agent's failure to pay any fees, including the initial registration fee or reregistration fee; (10) loss or liability as a result of the application of our dispute policy;

**8. DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF OUR SERVICE(S) OR OUR LICENSORS' SERVICES IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL OF SUCH SERVICES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. WE AND OUR LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER Synaptic Soft Link Inc NOR OUR LICENSORS MAKE ANY WARRANTY THAT SERVICE(S) LICENSED HEREUNDER WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE OR OUR LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OUR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. WE ARE NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOU FROM A THIRD PARTY.

**9. INDEMNITY.** You agree to release, indemnify, defend and hold harmless Synaptic Soft Link Inc, and any of our (or their) contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising out of (a) this Agreement or the breach of your warranties, representations and obligations under this Agreement, (b) the Synaptic Soft Link Inc services or your use of such services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, (c) any intellectual property or other proprietary right of any person or entity, (d) a violation of any of our operating rules or policies relating to the service(s) provided, (e) any information or data you supplied to Synaptic Soft Link Inc, including, without limitation, any misrepresentation in your application, if applicable, (f) the inclusion of meta-tags or other elements in any website created for you or by you via the Synaptic Soft Link Inc services, or (g) any information, material, or services available on your licensed Synaptic Soft Link Inc Web Site . When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement. We shall have the right to participate in any defense by you of a third-party claim related to your use of any of the Synaptic Soft Link Inc services, with counsel of our choice at our own expense. We shall reasonably cooperate in the defense at your request and expense. You shall have sole responsibility to defend us against any claim, but you must receive our prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Agreement.

**10. TERMINATION.** (a) By you. You may terminate this Agreement upon at least thirty (30) days written notice to Synaptic Soft Link Inc for any reason. (b) By Us. We may terminate this Agreement or any part of the Synaptic Soft Link Inc services at any time in the event you breach any obligation hereunder, fail to respond within ten (10) calendar days to an inquiry from us concerning the accuracy or completeness of the information referred to in Section 3 of this Agreement, or if we determine in our sole discretion that you have violated the Synaptic Soft Link Inc Acceptable Use Policy, incorporated herein and made part of this Agreement by reference. (c) Effect of Termination. You will not receive any refund for payments already made by you as of the date of termination, and, you may incur additional fees (in the case of a monthly or annual subscription being paid over time). If termination of this Agreement is due to your default hereunder, you shall bear all costs of such termination, including any reasonable costs Synaptic Soft Link Inc incurs in closing your account. You agree to pay any and all costs incurred by Synaptic Soft Link Inc in enforcing your compliance with this Section. Upon termination, you shall destroy any copy of the materials licensed to you hereunder and referenced herein. You agree that upon termination or discontinuance for any reason, we may delete all information related to you

on the Synaptic Soft Link Inc service, if applicable. In addition to the terms set forth herein, certain Synaptic Soft Link Inc services may have additional terms regarding termination, which are set forth in the applicable Schedule.

**11. REPRESENTATIONS AND WARRANTIES.** You agree and warrant that: (i) neither your registration nor use of the any of the Synaptic Soft Link Inc services nor the manner in which you intend to use such Synaptic Soft Link Inc services will directly or indirectly infringe the legal rights of a third party, (ii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, (iii) you are of legal age to enter into this Agreement; and (iv) you agree to comply with all applicable laws and regulations.

**12. MODIFICATIONS TO AGREEMENT.** Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may: (1) revise the terms and conditions of this Agreement; and/or (2) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective 30 days after posting of the revised Agreement or change to the service(s) on Synaptic Soft Link Inc's Web sites, or upon notification to you by e-mail or regular mail. You agree to periodically review our Web sites, including the current version of this Agreement available on our Web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, but you will not incur any additional fees. By continuing to use Synaptic Soft Link Inc services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of Synaptic Soft Link Inc is authorized to alter or amend the terms and conditions of this Agreement.

**13. ACCOUNT ACCESS.** To access or use the Synaptic Soft Link Inc services or to modify your account, you may be required to establish an account and obtain a login name, account number and password. You authorize us to process any and all account transactions initiated through the use of your login name, account number and password. You are solely responsible for maintaining the confidentiality of your login name, account number or password. You must immediately notify us of any unauthorized use of your login name account number or password and you are responsible for any unauthorized activities, charges and/or liabilities made on or through your login name account number or password. In no event will we be liable for the unauthorized use or misuse of your login name, account number or password or security authentication option.

**14. AGENTS.** You agree that, if your agent, (e.g., your administrative contact, employee) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein. Your continued use of our services ratifies any unauthorized actions of your agent. By using your login name, account number or password, or otherwise purporting to act on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement, that he or she has apprised you of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on your behalf. In addition, you are responsible for any errors made by your agent.

**15. RIGHT OF REFUSAL.** We, in our sole discretion, reserve the right to refuse to register you for Synaptic Soft Link Inc service(s), or to delete your account within the first thirty (30) calendar days from receipt of your payment for such services. In the event we do not register you for Synaptic Soft Link Inc service(s), or we delete your account or other Synaptic Soft Link Inc service(s) within such thirty (30) calendar day period, we agree to refund any applicable fee(s) you have paid. You agree that we shall not be liable to you for loss or damages that may result from our refusal to register your service(s), the deletion of your account or refusal to register you for other Synaptic Soft Link Inc service(s).

**16. NOTICES AND ANNOUNCEMENTS.** You authorize us to notify you as our customer of information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services and/or other relevant matters. All notices must be sent either in writing (or by e-mail, but only to the extent expressly provided herein). All written notices to Synaptic Soft Link Inc shall be delivered to Synaptic Soft Link Inc, Attention: Legal Department, 250 Newport Place, Waterloo, Ontario N2T 1T9. All notices to you shall be delivered to your mailing address or e-mail address as provided in your account information (as updated by you pursuant to this Agreement). Either of us may change our respective address by written notice delivered to the other party. All notices delivered in writing hereunder must be sent by either overnight courier or certified mail, return receipt requested.

**17. SEVERABILITY.** You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

**18. ENTIRE AGREEMENT.** You agree that this Agreement, the rules and policies incorporated by reference in this Agreement (including, without limitation, the dispute policy and the privacy statement) are the entire, complete and exclusive agreement between you and us regarding our services and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement, including, without limitation, any purchase order provided by you for the Services.

**19. ASSIGNMENT AND RESALE.** Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option. You agree not to resell any of the Services without Synaptic Soft Link Inc's prior express written consent.

**20. AGREEMENT TO BE BOUND.** By applying for a Synaptic Soft Link Inc service(s) through our online application process or otherwise, or by using the service(s) provided by Synaptic Soft Link Inc under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and documents incorporated by reference.

**21. INDEPENDENT PARTIES.** Neither party nor their employees, consultants, contractors or agents are agents, employees or joint ventures of the other party, and they do not have any authority to bind the other party by contract or otherwise to any obligation. Each party shall ensure that the foregoing persons shall not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

**22. WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by an authorized representative of Synaptic Soft Link Inc. The remedies of Synaptic Soft Link Inc under this Agreement shall be cumulative and not alternative, and the election of one remedy for a breach shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not affect its right to enforce any provision of this Agreement at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any prior or subsequent breach.

**23. EXPORT RESTRICTIONS.** You acknowledge and agree that you shall not import, export, or re-export directly or indirectly, any commodity, including your products incorporating or using any Synaptic Soft Link Inc services in violation of the laws and regulations of any applicable jurisdiction.

**24. FORCE MAJEURE.** Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the party relying upon this section (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section extends for a period in excess of thirty (30) days in the aggregate, Synaptic Soft Link Inc may immediately terminate this Agreement.

**25. HEADINGS.** The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

**26. SURVIVAL.** In the event this Agreement terminates as provided herein, Sections 1, 2, 5, 6, 7, 8, 9, 10(c), 14, and 16 through 26 of this Agreement shall survive such expiration or termination.