

## Master Terms of Use

IT IS IMPORTANT THAT YOU READ ALL THE TERMS AND CONDITIONS CAREFULLY.

This Terms of Use Agreement (this Agreement) states the terms and conditions under which you may access and use the Websites owned and operated by Biz-Zone Internet Group Inc. By accessing and using any of these Websites (listed in section 1 below) or Services on those Websites, you are indicating your acceptance to be bound by the terms and conditions of this Agreement.

If you do not accept these terms and conditions, you must not access or use these Websites.

### 1. General Information Regarding These Master Terms of Use (“Master Terms”).

Please read these terms carefully because they apply to your use of all of the websites that Biz-Zone Internet Group Inc. operates (collectively, the websites to which these terms apply, the “Websites”), including the products and services provided through the Websites (collectively, the “Services”). Websites include, but are not limited to, the websites operated at <http://canadaone.com>, <http://stouffvilleconnects.com>, <http://stouffvilleconnects.ca>, and <http://bizcanada.com>. Biz-Zone Internet Group Inc. (“Biz-Zone”) is Gormley based with a business office at 2243 Stouffville Road, Gormley, Ontario, Canada.

Unless otherwise agreed in writing with Biz-Zone, your use of any Website or Service will always be subject to, at a minimum, the terms and conditions set out in this document. These are referred to as the “Master Terms.”

In addition, your use of any Website or Service may also be subject to the terms of any legal notice applicable to the Website or Service, in addition to the Master Terms. All such terms supplementing these Master Terms are referred to below as the “Additional Terms.” Where Additional Terms apply to a Website or Service, these will be accessible for you to read either within, or through your use of, that Website or Service.

The Master Terms, together with any Additional Terms, form a binding legal agreement between you and Biz-Zone in relation to your use of the Websites and the Services. Collectively, this legal agreement is referred to below as the “Terms.” If there is any contradiction between the Additional Terms and the Master Terms, then the Additional Terms shall take precedence in relation to the Website or Service to which the Additional Terms apply.

### 2. Your Agreement to the Terms.

YOUR ACCESS OR USE OF ANY WEBSITE OR SERVICE IN ANY WAY SIGNIFIES THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS. By accessing or using any Website or Service you also represent that you have the legal authority to accept the Terms on behalf of yourself and any party you represent in connection with your use of any Website or Service. **If you do not agree to the Terms, you are not authorized to use any Website or Service.**

### 3. Changes to the Terms.

From time to time, Biz-Zone may change, remove, add to (including without limitation by way of Additional Terms) or otherwise modify the Terms, and reserves the right to do so in its discretion. In that case, we will post the updated Master Terms or Additional Terms, as relevant, to the applicable Website(s) and indicate the date of revision. We encourage you to periodically review the Terms. In addition, if our modifications are material, we will make commercially reasonable efforts to notify you electronically. For example, we may send a message to your email address, if we have one on file, or we may display a notice on the Websites indicating that the Terms have changed. All new and/or amended Terms take effect immediately; provided, however, that if deemed material by Biz-Zone in its sole discretion, such new and/or additional material terms will be marked as such and will take effect 30 days after they are posted on the applicable Website. Notwithstanding the foregoing, (i) no modification to the Terms will apply to any dispute between you and Biz-Zone that arose prior to the effective date of any modification and (ii) if you do not agree with any modification to the Terms, you may terminate this agreement by ceasing use of the Websites and Services. Your continued use of any Website or Service after new and/or revised Terms are effective indicate that you have read, understood and agreed to those Terms.

#### **4. Provision of the Websites and Services Generally.**

Biz-Zone makes the Websites and Services available to you on the Terms. You may only use the Websites and Services in accordance with these Master Terms and any applicable Additional Terms. In particular but without limitation, you may not use the Websites and Services for any purpose that is unlawful or prohibited by these Master Terms, any applicable Additional Terms, or any other conditions or notices that are made available on any Website or Service.

#### **5. No Legal Advice.**

Biz-Zone is not a law firm and does not provide legal advice. **Biz-Zone provides all Websites, Services, information, tools and licenses on an “as-is” basis.** Biz-Zone makes no warranties regarding any information, tools or licenses provided on or through the Websites and Services, and disclaims liability for damages resulting from their use.

#### **6. Location of the Websites and Services.**

The Websites and Services are controlled and offered by Biz-Zone from its facilities in the Canada. Biz-Zone makes no representations that the Websites or Services are appropriate or available for use in other locations. If you are accessing or using any Website or Service from other jurisdictions, you do so at your own risk and you are responsible for compliance with local law. Notwithstanding the foregoing, the Websites may contain or provide links to Content (defined in Section 8, below) hosted on websites located outside of the Canada.

#### **7. User Conduct.**

Users agree not to use the Websites or Services to:

1. Post, use or transmit Content that you do not have the right to post or use, for example, under intellectual property, confidentiality, privacy or other applicable laws;
2. Post, use or transmit unsolicited or unauthorized Content, including advertising or promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of unsolicited or unwelcome solicitation or advertising;
3. Post, use or transmit Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or otherwise interfere with or disrupt the Websites or Services or servers or networks connected to the Websites or Services, or that disobeys any requirements, procedures, policies or regulations of networks connected to the Websites or Services;

4. Post or transmit Content that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false and misleading, incites an illegal act, or is otherwise in breach of your obligations to any person or contrary to any applicable laws and regulations;
5. Intimidate or harass another;
6. Use or attempt to use another's account, service, or personal information;
7. Remove, circumvent, disable, damage or otherwise interfere with any security-related features that enforce limitations on the use of the Websites or Services;
8. Attempt to gain unauthorized access to the Websites or Services, other accounts, computer systems or networks connected to the Websites or Services, through hacking password mining or any other means or interfere or attempt to interfere with the proper working of the Websites or Services or any activities conducted through the Websites or Services;
9. Use any means to bypass or ignore robot.txt, or other measures we use to restrict access or use of the Websites or Services;
10. Impersonate another person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; or
11. Post or transmit any personally identifiable information about persons under 13 years of age, including without limitation in connection with the OpenEd Website (located at <http://opened.creativecommons.org>) or the Services offered thereon.

In addition, you may not (and may not authorize another party to): (i) frame or otherwise co-brand the Websites or Services (for example, by displaying a name, logo, trademark or other means of attribution of a third party that is reasonably likely to give the user the impression that that third party has the right to display, publish or distribute the Website or Service); or, (ii) use any Website or Service in any manner that could disable, overburden, damage or impair such Website or Service, or interfere with any other party's use and enjoyment of any Website or Service.

## **8. Terms Relating to Content on the Websites and Services.**

1. **Responsibility for Content.** You understand that all material, data and information, such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images (collectively, "Content") which you may have access to as part of, or through your use of, the Websites and Services are the sole responsibility of the person from which such Content originated. This includes assertions that persons may make, expressly or impliedly, about the provenance and ownership of Content that they supply, upload, list and/or link to. You acknowledge that Biz-Zone does not make any representations or warranties about the Content, including without limitation, about the accuracy, integrity or quality of the Content made available at the instigation of users of the Websites and Services. You understand that by using the Websites and Services, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances is Biz-Zone liable in any way for any Content, including, but not limited to: any infringing Content, any errors or omissions in Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted to, linked to or otherwise accessible or made available via the Websites and Services.
2. **Licenses Associated With Content on the Websites and Services**

- i. You retain the copyright in your Content that you provide on the Websites or in connection with the Services. Biz-Zone does not claim any ownership in any of the content, including any text, data, information, images, photographs, music, sound, video, or other material, that you upload, transmit or store on the Websites or Services. We will not use any of your content for any purpose except to provide you with the Service.
  - ii. Other than the limited license set forth in Section 2(i), Biz-Zone acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Biz-Zone, you agree that you are responsible for protecting and enforcing those rights and that Biz-Zone has no obligation to do so on your behalf.
3. Content You Provide.

You may only submit Content to the Websites or in connection with the Services that you have the right to submit. This means that you can only submit Content that you yourself create, that is in the public domain or that you have been expressly granted the right to submit consistent with the Terms. For the avoidance of doubt, Content that infringes the rights of any third party (e.g., Content used without express permission of the copyright owner and not otherwise permitted by law) must not be submitted. **You represent, warrant and agree that no Content of any kind submitted, posted or otherwise shared by you on or through any of the Websites or Services, violates or infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights, or contains libelous, defamatory or otherwise unlawful material. Further, you represent, warrant and agree not to submit any personally identifiable information, including any Content containing personally identifiable information, about any person who is under 13 years of age.**

Biz-Zone may, but is not obligated to, review your submissions and may delete or remove (without notice) any Content in its sole discretion that Biz-Zone determines violates the Terms or that may be offensive, illegal, or that might violate the rights, harm or threaten the safety of others. Biz-Zone does not endorse or support any Content posted by you or any other third party on or through the Websites or Services. You alone are responsible for creating backup copies and replacing any Content you post on the Websites or Services, and you authorize Biz-Zone to make copies of your Content as we deem necessary in order to facilitate the posting of your Content on the Websites or Services. You may request the removal of your Content from the Websites or Services at any time, and Biz-Zone will take reasonable steps to promptly remove such Content; provided, however, that Biz-Zone can remove any such Content only from its Websites and cannot remove Content from

email archives, wiki history pages and similar community forums where you may post content, or others' computers, such as Content you may have sent to others in an email posted to a Biz-Zone email list. If you choose to remove your Content, the Biz-Zone license you granted when submitting such Content (see subparagraph (b)(ii), above) will remain in full force and effect in accordance with its terms.

4. Use of Content on the Website or Services.

You should be aware that Content presented to you as part of the Websites or Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to Biz-Zone (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by Biz-Zone or by the owners of that Content, in a separate written agreement.

### 9. Third Party Websites and Content; Links.

The Websites or Services may contain links to websites not controlled by Biz-Zone ("Third Party Websites"), as well as Content belonging to or originating from persons or organizations other than Biz-Zone ("Third Party Content"). You acknowledge that Biz-Zone is not responsible or liable for any Third Party Websites or any Third Party Content, information or products made available at any Third Party Website. You further acknowledge that Biz-Zone (a) is not responsible or liable for any Third Party Websites or any Third Party Content, information or products made available at any Third Party Website; (b) has not reviewed any Third Party Websites or Third Party Content for accuracy, appropriateness, completeness or non infringement; (c) has not sponsored or otherwise endorsed Third Party Websites or Third Party Content; and (d) makes no representations or warranties whatsoever about any Third Party Websites or Third Party Content.

### 10. Participating in Our Community: Registered Users.

Registering for an account on any of the Websites is void where prohibited. Only persons who are over the age of majority in their jurisdiction (which typically is 18, but may be different in your jurisdiction) and fully competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in the Terms and to abide by and comply with the Terms may register for an account and use the related Services; provided, however, that **if you are under the age of majority in your jurisdiction but over 13 years of age, you may join with the express permission of your parent or legal guardian**. Any registration by, use of or access to the Services provided to Registered Users (defined below) by anyone (1) under the age of 13 or (2) under the age of majority in their jurisdiction but without parental or guardian permission, is unauthorized, unlicensed and a violation of these Master Terms. By registering for an account on any of the Websites or using the related Services, **you represent and warrant that you (1) are the age of majority in your jurisdiction or, (2) are over the age of 13 and have the express permission of a legal guardian to become a Registered User and use Services made available to Registered Users**, and you further agree to abide by all of the terms and conditions of these Master Terms and any applicable Additional Terms.

Services offered to Registered Users are provided subject to these Master Terms and any Additional Terms specified on the relevant Website. Biz-Zone reserves the right to modify or discontinue the accounts of Registered Users and related Services at any time. Biz-Zone disclaims any and all liability to

Registered Users and third parties in the event Biz-Zone exercises its right to modify or discontinue user accounts or related Services.

**Registration; Security.** You agree to (a) provide accurate, current and complete information about you, if and as may be prompted by the registration process on the any of the Websites, (b) maintain the security of your password(s) and identification, (c) maintain and promptly update your registration information and any other information you provide to Biz-Zone, and to keep it accurate and complete to, among other things, allow us to contact you, and (d) be fully responsible for all use of your account and for any actions that take place using your account. It is your responsibility to ensure that Biz-Zone has up-to-date contact information for you. You may not set up an account or membership on behalf of another individual or entity unless you are authorized to do so.

**No Membership on Website.** As used in these Master Terms, “Registered User” means a person who has registered and obtained an account on one of our Websites. Becoming a Registered User or using any of the related Websites or Services does not and shall not be deemed to make you a member, shareholder or affiliate of Biz-Zone for any purposes whatsoever.

**Termination; Termination and Inactivation of User Accounts.** Your participation as a Registered User and use the related Services terminates automatically upon your breach of any of these Master Terms or applicable Additional Terms.

In addition, Biz-Zone may, at any time: (a) modify, suspend or terminate the operation of or access to your user account for any reason; (b) modify or change such Websites and Services and any applicable Terms and policies governing your user account and related Websites and Services for any reason; and (c) interrupt user accounts and related Websites and Services for any reason, all as Biz-Zone deems appropriate in its discretion. Your access to your account, and use of the related Websites and Services may be terminated by you or by Biz-Zone at any time and for any reason whatsoever, without notice.

In addition, Biz-Zone reserves the right to delete and purge any account and all Content associated therewith following any prolonged period of inactivity, all as may be determined by Biz-Zone in its complete discretion.

## **11. DISCLAIMER OF WARRANTIES.**

TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, BIZ-ZONE OFFERS THE WEBSITES AND SERVICES AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WEBSITES OR SERVICES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. BIZ-ZONE DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT BIZ-ZONE 'S SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BIZ-ZONE DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE OR THE RESULT OF USE OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE.

## **12. LIMITATION OF LIABILITY.**

EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW AND THEN ONLY TO THAT EXTENT, IN NO EVENT WILL BIZ-ZONE, ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES OR AGENTS (“THE BIZ-ZONE PARTIES”) BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, COST OF SUBSTITUTE GOODS OR

SERVICES, OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY THAT ARISE IN CONNECTION WITH THE WEBSITES OR SERVICES (OR THE TERMINATION THEREOF FOR ANY REASON), EVEN IF THE BIZ-ZONE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE BIZ-ZONE PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE WHATSOEVER IN ANY MANNER FOR ANY CONTENT POSTED ON THE WEBSITES OR SERVICES (INCLUDING CLAIMS OF INFRINGEMENT RELATING TO CONTENT POSTED ON THE WEBSITES OR SERVICES, FOR YOUR USE OF THE WEBSITES AND SERVICES, OR FOR THE CONDUCT OF THIRD PARTIES WHETHER ON THE WEBSITES, IN CONNECTION WITH THE SERVICES OR OTHERWISE RELATING TO THE WEBSITES OR SERVICES.

### **13. Indemnification for Breach of Terms of Use.**

You agree to indemnify and hold harmless the Biz-Zone Parties (defined above) from and against any and all loss, expenses, damages, and costs, including without limitation reasonable attorneys fees, resulting, whether directly or indirectly, from your violation of the Terms. You also agree to indemnify and hold harmless the Biz-Zone Parties from and against any and all claims brought by third parties arising out of your use of any of the Websites or Services and the Content you make available via any of the Websites or Services by any means, including without limitation through a posting, a link, reference to Content, or otherwise.

### **14. Privacy Policy.**

We respect the privacy of all our visitors, and any information we collect will only be used to help us operate our Websites or Service.

When you join our Websites or Services you provide personal information to create your account and establish a password and profile. We use that personal information to establish and maintain your accounts, provide you with the features we provide for account holders, and for the purpose of contacting you about upcoming news and events relevant to the Websites or Services.

By joining the Websites or Services, you may be given the opportunity to voluntarily post personal information for viewing by other Registered Members. For example, if you register for the Jobs Service as a job seeker, you may choose to create a personal virtual resume that would include information about your employment and education history. The information that you submit, including but not limited to text based content as well as any photos, audio clips or videos of yourself you upload, is posted by you at your discretion (although subject to Biz-Zone's Master Terms of Use).

The information you publish on your profile page, including your personal information, may be used by anyone who views that information for any lawful purpose. For example, an employer may save a copy of your virtual resume and online application to help assess your qualifications for a job.

Our web server automatically collects standard information: IP addresses, referring pages, and pages visited. It does not collect your email address. This information is then aggregated and used internally to help us better target our website and newsletter to meet your needs.

We DO NOT sell, rent or share our subscriber's list with any other party for any other reason.

Biz-Zone reserves the right to alter this privacy policy at any time. We welcome feedback on this policy statement, and would be happy to answer any questions you might have. We can be reached by mail or telephone at:

2243 Stouffville Rd, Bx 310  
Gormley, ON  
L0H 1G0  
905-927-0015.

## **15. Trademarks and Proprietary Rights.**

1. You acknowledge and agree that Biz-Zone (or Biz-Zone's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Biz-Zone and that you shall not disclose such information without Biz-Zone's prior written consent.
2. The Websites and Services may contain trademarks, service marks, logos and other names that are the property of Biz-Zone or such other party as indicated with respect to that name or icon. Unless you have agreed otherwise in writing with Biz-Zone, nothing in the Master Terms gives you a right to use any of Biz-Zone's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

## **17. Termination of this Agreement.**

These Master Terms and any Additional Terms will continue to apply until terminated by either you or Biz-Zone as set out below. Your right to access and use the Websites and Services terminates automatically upon your breach of any of these Master Terms or Additional Terms that may apply to any of the Websites or Services.

Biz-Zone may, at any time: (a) modify, suspend or terminate the operation of or access to any of the Websites or Services, or any portion of the Websites or Services, for any reason; (b) modify or change the Websites or Services, or any portion of the Websites or Services, and any Master Terms, Additional Terms and other policies governing the use of the Websites or Services, for any reason; (c) interrupt the operation of the Websites or Services, or any portion of the Websites or Services, for any reason, all as Biz-Zone deems appropriate in its sole discretion.

Your access to, and use of, the Websites or Services may be terminated by you or by Biz-Zone at any time and for any reason. Biz-Zone will use reasonable efforts to notify you in advance about any material modification, suspension or termination by Biz-Zone that is not caused by your breach of the Terms.

The disclaimer of warranties, the limitation of liability and the jurisdiction and applicable law provisions shall survive any termination. The license grants mentioned herein shall continue in effect subject to the terms of the applicable license. Your warranties and indemnification obligations shall survive any termination for one year.

## **18. Miscellaneous Terms.**

These Master Terms and any Additional Terms are governed by and construed by the laws of the province of Ontario, Canada, exclusive of its choice of law rules. The parties agree that any disputes or proceedings between Biz-Zone and you concerning these Master Terms, any Additional Terms, and/or any of the Websites or Services shall be brought in a federal or provincial court of competent jurisdiction sitting in the Newmarket, Ontario, and hereby consent to the personal jurisdiction and venue of such court. Either party's failure to insist on or enforce strict performance of any of the Terms shall not be



construed as a waiver of any provision or right. If any term or part of the Terms is held to be invalid or unenforceable by any law or regulation or final determination of a competent court or tribunal, that provision will be deemed severable and will not affect the validity and enforceability of any remaining provisions. The parties agree that no joint venture, partnership, employment, or agency relationship exists between you and Biz-Zone as a result of these Master Terms, any Additional Terms, or your use of any of the Websites or Services. These Master Terms and any applicable Additional Terms constitute the entire agreement between you and Biz-Zone relating to this subject matter and supersede all prior, contemporaneous and future communications (with the exception of future amendments to the Terms as made available by Biz-Zone from time to time) between you and Biz-Zone. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generating and maintained in printed form.