

**OSIM INC Web Site Hosting Terms of Service**  
Last updated: March, 2011

All customers of OSIM INC's web hosting services are subject to the terms of Service outlined in this Terms of Service Agreement. The Terms of Service Agreement is a legal contract between OSIM INC and the customer that contains the rights, duties and obligations of OSIM INC and the customer. This is an Agreement between you, hereinafter referred to as the Account Holder and OSIM INC.

**ACCOUNT** - This Agreement applies to all Accounts (sub-accounts, pointers, etc.) associated with the Account Holder.

**RENEWAL PERIOD** - This Agreement will automatically renew for successive 3, 6, 12-month periods as chosen for the life of the contract until cancelled in writing.

**CANCELLATION** - Cancellation requests must be received in writing via fax, electronic mail or postal mail at OSIM INC's main office. Phone cancellations will not be accepted. Such requests must be received 10 days prior to expiry of term. In circumstances where the Account holder does not cancel prior to the renewal date the Account holder is liable for payment of the entire term of either 3, 6, or 12 months.

If, after providing notice to the Account Holder, the Account Holder does not correct the Account Web site with respect to any of the following circumstances, OSIM INC may terminate this Agreement, discontinue this service and delete the Account Web site on the 10th day:

- i. The Account Holder violates any term of this Agreement, any municipal, provincial or federal laws or regulations, or any policy or guideline set out, from time to time, by OSIM INC anywhere on the Web site [www.osiminteractive.com](http://www.osiminteractive.com);
- ii. The Account Holder engages in conduct or posts material on the Account Web site that OSIM INC in its sole discretion believes is harmful to other Account Holders, the business or reputation of OSIM INC or any third-party;
- iii. The Account Holder engages in any activity that could or does overwhelm the server with heavy central processing unit (CPU) usage or that requires a disproportionate amount of the resources of the OSIM INC server;
- iv. The Account Holder disputes the terms of this Agreement or any amendment set out, from time to time, by OSIM INC anywhere in an amended Agreement, attached schedule to this Agreement, or on the Web site [www.osiminteractive.com](http://www.osiminteractive.com)

**REPRESENTATIONS & WARRANTIES** - No oral or written advice or information given by OSIM INC or its employees will create a warranty. This information or advice may not be relied upon. This Agreement supersedes any such information or advice given by OSIM INC or its employees. OSIM INC does not warrant that any services provided by OSIM INC will be uninterrupted, error-free or secure. The Service is offered without any representations or warranties of any kind either express or implied. OSIM INC may also link to or include on its Web resources, information provided by third party partners and providers. OSIM INC does not guarantee or warrant the reliability of this information nor does OSIM INC recommend any of these services. For greater certainty and without limitation to the generality of the foregoing

- i. OSIM INC makes no representations, warranties or guarantees of any kind whether written or verbal regarding the reliability of the Account Holder Web site provided or any other services offered;
- ii. OSIM INC is not responsible for any deletions, alterations, or loss of data due to network or system outages, file corruption, accidental deletion or any other reasons;
- iii. OSIM INC makes no representations, warranties or guarantees with regards to server reliability, speed or consistency;
- iv. OSIM INC makes no representations, warranties or guarantees as to the accuracy or correctness of any content on any of the Sites and is not responsible for any errors or omissions arising from the use of such information.

**PAYMENT METHOD** - Account Holder paying by cheque will receive an invoice for charges and payment is due upon receipt. Account Holder paying by credit card expressly agrees to have their credit card account billed monthly, quarterly or annually as chosen for the recurring charges for the life of the contract including any automatic renewal periods and any new services ordered mid-term by the Account Holder once the service has been set up.

**DELINQUENCY** - Delinquent Accounts are those that remain unpaid 15 days after activation or renewal date. Accounts that are delinquent are put on accounting hold and may not be used. After 30 days, OSIM INC may, in its sole discretion, cancel the Account without any further compensation to the Account Holder.

If monthly or quarterly accounts are delinquent 3 consecutive terms, the 15 day grace period will be revoked and accounts will be suspended immediately after the first declination of charges.

**CANCELLATION** - In cases where delinquent Accounts are put on accounting hold for a maximum of 2 months, the Account shall be deactivated permanently. After this time, if the Account Holder would like to have their site reactivated then full payment and any applicable retrieval fees must be paid for in full prior to reactivation of the Account. In cases where OSIM INC makes an exception for cancellations, which are mid-term, a non-refundable fee of \$50 Cdn, will be charged to the Account Holder.

**NOTICE & AGREEMENT** - The Account Holder agrees to abide by the following provisions of this service contract and may have to agree to additional provisions from OSIM INC covering this Agreement and/or any future services added to this Agreement. OSIM INC reserves the right to modify any provisions of this Agreement at any time with 72 hours notice to the Account Holder. Notice may be given in the form of an announcement on the Web site [www.osiminteractive.com](http://www.osiminteractive.com). If Account Holder refuses to accept any future provisions or amendments, Account Holder will have the option to cancel service as of the renewal date. Failure to cancel service by the Account Holder will be deemed to be acceptance of any amended provisions or conditions to this Agreement. If Account Holder refuses to accept any future provisions or amendments, OSIM INC may, in its sole discretion, cancel the Account forthwith.

**CONTENT** - The Web Hosting Account and related electronic services can only be used for legal purposes under all international, federal, provincial and municipal laws. Violations of this or any other provision of this Agreement can result in a 10 day notice to terminate service or in OSIM INC's sole discretion, an immediate termination of service. OSIM INC has the right to refuse service if content of information provided is deemed illegal, misleading, or obscene in the opinion of OSIM INC. OSIM INC will make the final determination in any dispute over unacceptable content, and Account Holder agrees to accept OSIM INC's decision. In any cases where the Account holder has violated the terms of this Agreement, OSIM INC reserves the right to deactivate or lock the Account without notice to the Account holder. In cases of deactivation due to violations of this Agreement no refunds will be issued. Account Holder agrees that OSIM INC is not responsible for any content on Account Web site and acknowledges that OSIM INC does not endorse or verify any such material. Account Holder agrees to assume full responsibility for all files associated with the Account Web site and acknowledges that Account Holder may be held legally liable for the contents of the Account Web site. Account Holder will not include any content or Internet link on the site that contains, promotes or is involved in any of the following:

- i. any infringement of copyright, trademark, patent, trade secret or other intellectual property right;
- ii. pornography;
- iii. content that exploits children under 18 years of age;
- iv. hate propaganda;
- v. racist, threatening, slanderous, libelous or otherwise abusive content;

- vi. the promotion or incitement of, or instructions for, the commission of illegal activities;
- vii. mail fraud, multi-level marketing schemes or any fraudulent activities;
- viii. content promoted through the sending of unsolicited email (spamming);
- ix. sending of unsolicited email (spam) from a OSIM INC server, or any other server that refers to content on a OSIM INC server, or sending such email with a OSIM INC hosted Web site listed as the contact address;
- x. warez, cracks, hacks, spam software & their associated utilities;
- xi. illegal mpeg layer two or three files (MP2 or MP3) which may be considered copyright infringement;
- xii. information or other material that contains a virus, corrupted data or any other harmful or damaging component.

**PRICES** - OSIM INC reserves the right to modify (increase or decrease) prices at any time.  
**PASSWORDS & NETIQUETTE** - The Account Holder agrees to follow generally accepted "Netiquette" when sending email messages or posting newsgroup messages. Account Holder is solely responsible for the security of their password. In the event that the Account holder releases the password to an unknown party or person(s) the Account holder will be held responsible for any unauthorized use of OSIM INC's services. This includes any damages resulting there from, until OSIM INC is notified by the Account holder. OSIM INC will not change passwords to any Account without verification of identity of the Account Holder which is satisfactory to OSIM INC. Verification may include written requests with signature. Account Holder agrees not to participate, either directly or indirectly, in the distribution of "SPAM", "JUNK MAIL" or unsolicited commercial messages or communications in any form either through OSIM INC's servers or any other server. OSIM INC reserves the right to terminate, without notice, all services provided to Account Holder if Account Holder participates in the distribution of any such communications.

**PRIVACY POLICY** - In order to protect OSIM INC's clients, OSIM INC will refuse to give any information to any persons requesting such information without the express written consent of the Account holder.

**ACCOUNT OWNERSHIP & DISPUTE** - In the event of any partnership breakup, divorce or other legal problems that includes the Account Holder, Account Holder understands that OSIM INC will remain neutral and may even lock the Account until the situation has been resolved. During this period if the Account is more than 15 days overdue for payment, OSIM INC may place the Account on Accounting Hold until payment is received. Under no circumstances will OSIM INC be liable for any losses incurred by Account Holder during this time of determination of rightful ownership.

**INDEMNITY** - The Account Holder agrees not to harm OSIM INC, its reputation, computer systems, programming and/or other Account Holders using OSIM INC's services. OSIM INC reserves the right to select the computer for Account Holder's Web site for best performance. If Account Holder breaches this Agreement, then OSIM INC has the right to terminate service without any refunds of the unused portion prepaid by Account Holder. The Account Holder agrees to indemnify and hold harmless both OSIM INC and other Account Holders from any and all claims and/or costs (including legal costs) resulting from the Account Holder's use or abuse of their service in any manner. If at any time, Account Holder breaches any part of this contract and OSIM INC has to engage the services of an attorney, then Account Holder will pay any and all of the OSIM INC's reasonable attorney fees and court costs.

The Account Holder agrees to indemnify and hold OSIM INC harmless from and against, and to reimburse OSIM INC with respect to, any and all losses, damages, liabilities, claims, judgments, settlements, fines, costs and expenses (including reasonable related expenses, legal fees and costs of investigation) of every nature whatsoever incurred by OSIM INC by reason of or arising out of or in connection with (i) any breach of this Agreement by the Account Holder, (ii) any infringement of any copyright, trade-mark, patent, trade secret or any other intellectual property right of any party by content on the Site, or (iii) illegal, libelous, slanderous, dangerous or defamatory content on the Site.  
**USAGE** - If Account Holder exceeds the disk usage or data transfer limit of their hosting account, they will be billed for sufficient blocks of additional disk space or data transfer.

Account Holder understands this service is provided on a shared server. This means that Account Holder's Web site cannot overwhelm the server with heavy (CPU) usage from highly active common gateway interface (CGI) scripts or chat scripts or excessive bandwidth usage which interferes with OSIM INC's ability to provide service to its users. If Account Holder's Web site overwhelms the server and / or causes complaints from other Account Holders, OSIM INC may cancel the Account with 72 hours notice to the Account Holder. OSIM INC will refund any moneys paid for unused time of service remaining.

**SECURITY** - OSIM INC will deactivate Account Holder's Web site or any services for Account Holder's Web site without notice to the Account holder, if deemed by OSIM INC, to be hazardous or insecure to other OSIM INC Account Holders on the shared server (security violations). In such cases, OSIM INC will not be held responsible or liable for any damages to the Account Holder as a result. OSIM INC's objective is to keep all Account Holders secure from such occurrences, which may or may not occur.

**ASSIGNMENT, LICENCE AND RESPONSIBILITIES** - The Account Holder's right and privileges cannot be sold or transferred without the written consent and approval from OSIM INC. OSIM INC may assign, license or transfer its responsibilities and duties under this Agreement.

**ADDRESS CHANGES** - Any and all changes (address, email address, phone number, billing contacts, etc) associated with the Account Holder must be updated with OSIM INC Billing via postal mail, electronic mail or fax within 7 (seven) days of such change. Phone notifications will not be accepted. OSIM INC will not be held responsible in the event that the Account Holder's Account is deactivated, or locked because the Account Holder failed to notify OSIM INC of any of these changes in their billing contact information.

**NOTICE TO OFFICIALS** - If OSIM INC determines that law enforcement officials should be notified regarding potentially illegal content on the Account Web site, the Account Holder agrees that OSIM INC may provide copies of the Account Holder's Web site to the appropriate officials without notice to the Account Holder. Account Holder agrees that OSIM INC does not have a duty of confidence or non-disclosure to the Account Holder in respect of the content of Account Holder's Web site. OSIM INC may cooperate with all law enforcement efforts to locate persons who have posted content that is illegal or promotes illegal conduct.

**LIMITATIONS OF LIABILITY** - OSIM INC is not responsible for any failures, delays or interruptions in the delivery of any content or services contained on the OSIM INC server; or losses or damages arising from the use of the content or services provided by OSIM INC, and for greater certainty and without limitation to the generality of the foregoing:

- i. OSIM INC liability to the Account Holder for actual damages for any cause whatsoever, regardless of the form of action will be limited to a maximum of the fees paid by the Account Holder to OSIM INC, for the prior 1, 3 or 12 months (whichever is appropriate);
- ii. in no event will OSIM INC be liable to the Account Holder for any indirect, incidental or consequential damages arising out of the service or in connection with the Account Web site or any other services or products provided to or by the Account Holder;
- iii. OSIM INC, its officers, directors, owners, agents and employees, shall in no way be liable to the Account Holder or anyone else for any loss or injury resulting from use of the service or the Account Holder's Web site;
- iv. In no event shall OSIM INC be liable for any damages, whatsoever, as a result of the notifying any official of potentially illegal content on the Site, providing copies of the Account Holder's Web site to the appropriate officials or cooperating with law enforcement efforts to locate persons who have posted content that is illegal or promotes illegal conduct;
- v. In no event shall OSIM INC be liable for any damages, whatsoever, as a result of the termination of this Agreement.

**GOVERNING LAW** - This Agreement is governed by and construed in accordance with the applicable laws of the Province of Ontario and the federal laws of Canada and is treated in all respects as an Ontario contract.

**SEVERABILITY** - If any provision of this Agreement is held to be invalid, illegal or un-enforceable, all other provisions will nevertheless continue in full force and effect.

**ENTIRE AGREEMENT** - This Agreement, together with all policies, guidelines and amendments set out, from time to time, by OSIM INC anywhere on the Web site [www.osiminteractive.com](http://www.osiminteractive.com) constitutes the entire Agreement between the parties with respect to the subject matter of the Agreement and supersedes all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever, whether oral or written.

**SURVIVAL** - Any terms and conditions of this Agreement, which by their nature extend beyond the term or expiry of this Agreement, shall survive the termination or expiry of this Agreement. This includes, without limitation, the representations and warranties, limitations of liability, indemnity, and this survival provision.

**HEADINGS** - The headings and captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way are to be construed as defining, limiting, or describing the scope or intent of this Agreement.

**REMEDIES CUMULATIVE** - Unless otherwise set out in this Agreement the rights and remedies granted to each party under this Agreement are cumulative and are in addition to each party's rights provided by law or otherwise. Each party may exercise its rights concurrently or separately. The exercise of one remedy is not deemed an exclusive election of that remedy nor does it preclude the exercise of any other remedy.

**COUNTERPARTS OR ELECTRONIC ACCEPTANCE** - This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which together are deemed to be one and the same instrument, or may be executed by indicating consent through electronic means.

**RIGHT TO REFUSE SERVICE** - OSIM INC reserves the right to refuse services to any Account Holder. In the event that an Account Holder does not abide by the provisions set out in this Agreement or if OSIM INC deems the Account holder to be a hindrance to OSIM INC, the Account holder will be blacklisted and OSIM INC will not provide any services to the Account Holder in the future. In such an event, OSIM INC will give the Account holder 15 (fifteen) calendar days notice to find another provider for their web hosting needs.