

JPLBIZ.CA WEBSITE TERMS OF USE

The following are the terms of use (the "**Terms**") that govern the use of the www.jplbiz.ca website and the services available thereunder (the "**Website**" or the "**Service**"). The Website and the Service are operated by and are the property of J. Paul Lamarche, operating as JPL CONSULTING (the "**Company**"). By using the Website, each such user agrees to be bound by the Terms as revised or updated from time to time, including without limitation, any Privacy Statement that may be posted on the Website from time to time, and any other usage guidelines and rules that may be posted from time to time, all of which are incorporated herein by reference, as well as all applicable laws and regulations governing the Website and the Service. Certain terms used herein may be hyperlinked and all users are deemed to have reviewed the applicable linked pages on the Website. Any visitor or user of the Website/Service who does not agree to these Terms should not enter or use the Website.

1. ELIGIBILITY

The services available through the Website are only available and may only be used by those over the age of majority and only by those not mentally incapacitated. Anyone using the Service on behalf of a business represents that he/she has authority to bind such business to the terms hereof. Anyone choosing to access the Website from outside of Canada, does so on his/her/its own initiative and is responsible for compliance with applicable local, national or international laws. Use of the Service is intended only for use in jurisdictions where it is legal according to local laws or permitted by national and/or trade treaty agreements with Canada.

2. ELECTRONIC COMMUNICATIONS

Visitors of the Website communicate with us electronically and such use shall be considered as consent to communications from us electronically. We may communicate with all users by print, e-mail or by posting notices on the Website.

3. INTELLECTUAL PROPERTY AND PERMITTED USE

The Company is the owner or authorized user of all intellectual property rights in the Website and Service and all content displayed on the Website other than as uploaded or posted on the Website by others. All information at the Website is protected under the copyright laws and other intellectual property laws of Canada and other countries. Visitors may not copy, redistribute, reproduce or republish in any form, any content displayed at the Website.

All trademarks, logos, and service marks displayed on the Website are registered or unregistered trademarks of the Company and/or others, and may not be used by in any way without the express written permission of the Company or the owner of such trademark.

4. PROVISIONS PERTAINING TO PURCHASES DIRECTLY FROM THE COMPANY

The following provisions pertain specifically to purchases from the Company of products offered through the Website by the Company ("**Company Products**"). These provisions are supplementary and do not derogate from the applicability of the other provisions of these Terms to such purchases or from any Software License Agreement that any purchaser must accept prior to any license of software:

Prices for Company Products shown on the Website do not constitute offers under law for the sale of such products. Orders submitted through the use of the Service constitute legal offers and are subject to acceptance by the Company. Specific sales terms such as delivery, shipping, handling fees, warranties (if any), and payment terms applicable to specific Company Products, are provided at the time of product ordering. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are specifically excluded and are not to apply to the purchase of Company Products.

5. E-MAIL MESSAGES AND SECURITY

While every reasonable effort is made by the Company to ensure that the security of all information on the Website is in accordance with industry standards, Users should take reasonable and appropriate precautions to scan for computer viruses. The Company recommends that Users utilize firewall hardware. The Company cannot represent or warrant that the Website is a secure repository. Regular, unencrypted e-mail messages over the Internet are not secure. The Company shall not be responsible for any unauthorized access to personal or confidential information that is contained in any email or other transmission relating in any way to the Website. Use of the Service requires certain minimum hardware and software packages, as well as Internet access. The Company shall not be responsible for any of Users' costs associated therewith. Users are advised that due to the proliferation of computer viruses and/or spyware, it is their sole responsibility to ensure their computer is free from all such programs and/or applications.

6. AVAILABILITY OF SERVICE

The services provided under the Website may be limited or discontinued at any time by the Company at its discretion and without notice. Each User agrees that the Company, in its sole discretion, has the right (but not the obligation) to terminate or restrict use of the Website and/or access to same and/or its Service.

7. EXTERNAL LINKS

The Website may provide links to third party websites, and some of the content appearing on the Website may be supplied by third parties by way of framing, metatagging or otherwise linking to other websites. The Company shall not be responsible for any such content or information, nor shall it be liable for any damages

incurred from viewing such linked websites, including without limitation, damages caused by computer viruses, Trojan horses or other intrusive, destructive or disruptive codes which may be downloaded from such linked websites.

8. SEVERABILITY

If any provision of the Terms shall be unlawful, void or unenforceable for any reason, then any such provision shall be deemed severable to the extent that it is unlawful, void or unenforceable, but shall not affect the validity or enforceability of the remaining provisions.

9. CURRENCY

All prices referred to on the Website or in connection with the Services, are stated in Canadian currency, unless otherwise stated.

10. GOVERNING LAW

THE TERMS ARE GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO AND THE LAWS OF CANADA APPLICABLE THEREIN WITHOUT REFERENCE TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF. ANY DISPUTE ARISING FROM THESE TERMS SHALL BE RESOLVED EXCLUSIVELY IN THE PROVINCE OF ONTARIO BY THE COURTS OF THE PROVINCE OF ONTARIO. USE OF THE WEBSITE AND THE SERVICES MADE AVAILABLE HEREUNDER BY ANY USER IS CONDITIONAL UPON SUCH USER SUBMITTING AND ATTORNING TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF ONTARIO.

11. GENERAL

No waiver of any term of these terms of use shall be deemed a further or continuing waiver of such term or any other term. Except as otherwise expressly provided in the Website, this agreement constitutes the entire agreement between Users and the Company with respect to use of the Website. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship shall be deemed to exist between the Company and users of the Website and/or Service.

12. LANGUAGE

The parties have expressly requested and required that this Agreement and all

other related documents be drawn up in the English language. Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.

13. AMENDMENTS

We may amend this agreement by posting the amended terms on the Website. All amended terms shall become applicable upon such posting.