

**LUMENPULSE Website  
Terms of Use Agreement  
Effective: September 7, 2011**

**1. Acceptance of the Terms and Conditions.**

1.1 LUMENPULSE, Inc. (herein referred to as "LUMENPULSE," "we," "us" or "our") provides and makes available this web site (the "**Site**") pursuant to this Terms of Use Agreement (the "**Agreement**"). Please read this Agreement carefully. By accessing, browsing or otherwise using the Site, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not accept the terms and conditions of this Agreement, you shall not access, browse or use the Site.

1.2 You understand and agree that we may change this Agreement at any time without prior notice. You may read a current, effective copy of this Agreement at any time by selecting the "Terms of Use" link on the Site. The revised Agreement will become effective at the time of posting. Any use of the Site after such date shall constitute your acceptance of such revised Agreement. If any change to this Agreement is not acceptable to you, your sole remedy is to cease accessing, browsing and otherwise using the Site.

**2. Use of the Site.**

2.1 This Site contains material, including but not limited to software, text, graphics, images, reports, charts and data files (collectively referred to as the "**Content**"). We may own the Content or portions of the Content may be made available to us through arrangements that we have with third-parties. The Content is protected by Canadian and foreign intellectual property laws. Unauthorized use of the Content may result in violation of copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use, copy or display the Content except as permitted under this Agreement. No other use is permitted without our prior written consent. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of any of the Content on any other web site or in a networked computer environment for any purpose is expressly prohibited. If you violate any part of this Agreement, your right to access and/or use the Content and Site shall automatically terminate and you shall immediately destroy any copies you have made of the Content.

2.2 The trademarks, service marks, and logos of LUMENPULSE (the "**LUMENPULSE Trademarks**") used and displayed on this Site are registered and unregistered trademarks or service marks of LUMENPULSE. Other LUMENPULSE products and service names located on the Site may be trademarks or service marks owned by third-parties (the "**Third-Party Trademarks**", and, collectively with LUMENPULSE Trademarks, the "**Trademarks**"). Nothing on this Site or in this Agreement should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on this Site without the prior written consent of LUMENPULSE specific for each such use. The Trademarks may not be used to disparage LUMENPULSE or the applicable third-party, LUMENPULSE's or third-party's products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any web site is prohibited without LUMENPULSE's prior written consent. All goodwill generated from the use of any LUMENPULSE Trademark shall inure to LUMENPULSE's benefit.

2.3 You agree not to: (a) take any action that imposes an unreasonable load on the Site's infrastructure, (b) use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site, (c) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or making up the Site, (d) delete or alter any material posted on the Site by LUMENPULSE or any other person or entity, and/or (e) frame or link to any of the materials or information available on the Site.

2.4 The Site contains links to third-party web sites ("**External Sites**"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of any materials on such External Sites. You should take precautions when downloading files from all web sites to protect your computer from viruses and other destructive programs. If you decide to access any External Sites, you do so at your own risk.

2.5 Certain elements of the Site are protected by trade dress, trademark, unfair competition, and other provincial, federal, and other laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors. None of the Content for this Site may be retransmitted without the express written consent from LUMENPULSE for each and every instance.

### **3. Unsolicited Ideas and Feedback.**

3.1 LUMENPULSE appreciates your interest in our products and our company and understands that you may have comments and suggestions. However, LUMENPULSE does not want you to, and you should not, send any confidential or proprietary information to LUMENPULSE through this Site, or through any other means. Please note that you have no confidentiality agreement with LUMENPULSE and any unsolicited information or material sent to LUMENPULSE will be public information and not confidential or proprietary. You may wish to consult with an attorney before making any unsolicited submission to LUMENPULSE so that you can understand what intellectual property rights will be lost by making an unsolicited public submission to LUMENPULSE. If, however, you submit unsolicited information and feedback, including, without limitation, ideas for new advertising campaigns, new promotions, new or improved products or technologies, product enhancements, processes, materials, marketing plans or new product names (collectively, "**Feedback**"), please be aware that regardless of what your letter and/or any other accompanying documentation may say, you are agreeing that the following terms shall apply to your Feedback: (1) LUMENPULSE, and our designees, may use or redistribute the Feedback and/or any portions thereof for any purpose, including commercial purposes, and in any way; without compensation to you (2) there is no obligation for LUMENPULSE to review the Feedback and/or provide you with any commentary regarding the same; and (3) there is no obligation to keep any Feedback confidential.

3.2 Upon submitting Feedback you (1) warrant that you are the original developer and/or creator of the Feedback and are legally free to make such a disclosure and you shall be solely liable for any damages arising from your submission of any information that is protected through copyright, trade secret law, patent law or other proprietary rights and (2) understand our Feedback policy as set forth in this Section 3 and accepts this policy without reservation.

### **4. Disclaimer of Warranties.**

LUMENPULSE, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS (COLLECTIVELY, THE "**LUMENPULSE PARTIES**") MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENT, INCLUDING BUT NOT LIMITED TO ITS ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS OR RELIABILITY. THE LUMENPULSE PARTIES SHALL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY OR COMPLETENESS OF THE CONTENT OR ANY OTHER INFORMATION CONVEYED TO THE USER OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE SITE AND THE CONTENT AT YOUR OWN RISK.

THE LUMENPULSE PARTIES DO NOT WARRANT THAT THE SITE WILL OPERATE ERROR-FREE OR THAT THE SITE, ITS SERVER, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE SITE OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NO LUMENPULSE PARTY SHALL BE RESPONSIBLE FOR THOSE COSTS.

THE SITE AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. THE LUMENPULSE PARTIES DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

### **5. Limitation of Liability**

IN NO EVENT SHALL ANY LUMENPULSE PARTY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE SITE AND THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH LUMENPULSE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some jurisdictions do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. IN SUCH JURISDICTIONS, THE LIABILITY OF THE LUMENPULSE PARTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

**6. Indemnification.** You agree to defend, indemnify, and hold harmless LUMENPULSE Parties from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your access to, use or misuse of the Content or Site. LUMENPULSE shall provide notice to you of any such claim, suit, or proceeding. LUMENPULSE reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting LUMENPULSE's defense of such matter.

## **7. Termination of the Agreement.**

7.1 LUMENPULSE reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Site or the Content at any time and for any reason without prior notice or liability. LUMENPULSE reserves the right to change, suspend, or discontinue all or any part of the Site or the Content at any time without prior notice or liability.

7.2 Sections 2 (Use of the Site), 3 (Unsolicited Ideas and Feedback), 4 (Disclaimer of Warranties), 5 (Limitation of Liability), 6 (Indemnification), 7 (Termination of Agreement), and 9 (Miscellaneous) shall survive the termination of this Agreement.

## **8. User Must Comply with Applicable Laws.**

8.1 We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of Canada and the United States. If you access the Site or the Content from outside of Canada or the United States, you do so at your own risk. Whether inside or outside of Canada or the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

8.2 Both Canada and the United States control the export of products and information. You expressly agree to comply with such restrictions and not to export or re-export any of the Content to countries or persons prohibited under the export control laws. By downloading the Content, you are expressly agreeing that you are not in a country where such export is prohibited or are a person or entity for which such export is prohibited. You are solely responsible for compliance with the laws of your specific jurisdiction regarding the import, export, or re-export of the Content.

## **9. Miscellaneous.**

This Agreement is governed by the laws in force in the Province of Quebec, and any proceedings concerning the Agreement or the relationship between us shall be brought before the courts of competent jurisdiction in the judicial district of Montreal. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. Failure of LUMENPULSE to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against LUMENPULSE unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by LUMENPULSE and you, this Agreement constitutes the entire Agreement between you and LUMENPULSE with respect to the subject matter, and supercedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees. Any information submitted or provided by you to the Site might be publicly accessible. Important and private information should be protected by you. LUMENPULSE is not liable for protection of privacy of electronic mail or other information transferred through the Internet or any other network that you may use.