

Terms of Use for inDiscover.net

Dated: 2010-04-06

1. Acceptance. Welcome to the inDiscover pages of the inDiscover.net destination (the "Website" and "Portal") operated by 4519906 Canada Inc. The Website and its associated products and services (collectively, the "Services") are offered by 4519906 Canada Inc. through Web pages at the URLs and pages linked thereto which include a footer link to this terms of use. Please Note: Your use of certain services provided directly to you through the Website are governed by separate terms.

Portions of the Services may be governed by additional posted guidelines, conditions, policies, rules, or other terms and conditions ("Additional Rules and Regulations"). All Additional Rules are hereby incorporated by reference into these terms of use. In the event of a conflict between any Additional Rules and these terms of use, these terms of use shall control. However the Privacy section below, supersedes any conflicting language in these terms of use and/or any Additional Rules with respect to the subject matter covered by the Privacy Policies.

By accessing the Website or using any of the Services, you agree, without limitation or qualification, to be bound by these terms of use and the Additional Rules, as all of the same may be modified by 4519906 Canada Inc from time to time by posting such updated terms of use or Additional Rules on the Services (collectively the "Terms of Use"). If you do not accept these Terms of Use in their entirety, you may not access or use the Services. Please note that the Terms of Use may be updated from time to time without notice to you by posting such updated Terms of Use on the Service, so please check back periodically. The most current version of the Terms of Use can be found at

This Website provides features that allow you to upload files (your "Submission") for use in connection with the Website. By uploading your Submission you are indicating your acceptance to be bound by the terms and conditions of these Terms of Use and especially, by Section 10. If you do not accept these terms and conditions, you must not upload your Submission because the Terms of Use contain legal obligations, please read them carefully.

2. No Commercial Use of the Services. The Services are only for your personal use. You will not use the Services for commercial purposes and you agree not to resell, distribute, transfer, share or otherwise use the Services or any portion of the Services, including any coupons or credits related to same for any commercial purposes whatsoever.

3. Registration, Accounts and Passwords. Certain of the Services and related features, such as uploading, streaming, comments making and/or review as applicable, made available over the Services may require registration and may be governed by a specific service agreement accompanying such service. If you receive access to a service that is not accompanied by a separate service agreement, then should you choose to register for such Services or related features, you agree to provide accurate and current information about yourself as required by the relevant registration process, and to promptly update such information as necessary to ensure that it is kept accurate and complete. You agree to be responsible for: (a) maintaining the confidentiality of any passwords or other account identifiers which you choose or are assigned as a result of any registration over the Services, and (b) all activities that occur under such password or account. Further, you agree to notify 4519906 Canada Inc of any unauthorized use of your password or account. 4519906 Canada Inc shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this Section 3.

4. Rules and Conduct. In addition to any Additional Rules and in consideration of the availability and your use of the Services, you agree not to:

- (a) post, transmit, link to, or otherwise distribute any information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Website or any of the Services in a manner which is contrary to law or which would serve to restrict or inhibit any other user from using or enjoying the Website, the Services or the Internet;
- (b) defame, abuse, stalk, harass, threaten or otherwise violate the legal rights of others, including without limitation, rights relating to privacy and publicity;
- (c) post, transmit, link to, or otherwise distribute any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information;
- (d) post, transmit, link to, or otherwise distribute any information or software which contains a virus, cancelbot, trojan horse, worm or other harmful or disruptive component;
- (e) upload, post, publish, transmit, reproduce, link to or otherwise distribute in any way, information, software or other material obtained through the Website or the Services, or any derivative work thereof, which is protected by copyright, or any other intellectual property right, without obtaining permission of the copyright owner or rightholder; and
- (f) impersonate or falsely represent your association with any person, including a representative or forum moderator of 4519906 Canada Inc.

5. Responsibility for Minors. In cases where you have authorized a minor to use any of the Services, you recognize that you are fully responsible for: (a) the online conduct of such minor; (b) controlling the minor's access to and use of any such Services; and (c) the consequences of any misuse by the minor. You acknowledge that some of the areas of the Services may contain material that is inappropriate for minors. If you are a minor, please obtain your parent's permission to utilize the Services and please ensure that your parents review these terms.

6. Monitoring. You acknowledge that 4519906 Canada Inc does not have an obligation to monitor the Services or any content, products or services (collectively, "Content") accessible through the Website or any of the Services. However, you agree that 4519906 Canada Inc has the right to monitor the Services electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Website or any of the Services properly, ensure compliance with the Terms of Use or to protect itself or its users in accordance with the Privacy Policies. 4519906 Canada Inc reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of the Terms of Use. You understand that by using the Services, you may have access to Content which may be offensive or objectionable to you. Under no circumstances shall 4519906 Canada Inc be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, any use of, or access to, any such Content.

7. Dealings with Third Parties. You acknowledge and agree that your correspondence or business dealings with any third parties, including any merchants or advertisers, found on, or through, the Website or any of the Services, including payment for and delivery of related goods and services, and all other terms, conditions, representations and warranties related to such dealings, are solely as between you and such third parties. 4519906 Canada Inc assumes no responsibility whatsoever for any charges you or any user of your account incurs when making purchases or other transactions in this manner. Further, the responsibility for ensuring compliance with all applicable laws in connection with any such transactions shall be your's alone. You agree that 4519906 Canada Inc shall be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, any of such dealings or transactions.

8. Software Downloads and Shareware. Your use of any software associated with the Services will be governed by the terms and conditions of the end user license agreement ("EULA") accompanying such software. If you receive any software that is not accompanied by a EULA, then 4519906 Canada Inc grants

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9. Disclaimer Regarding Third Party Content. The Services offers access to numerous third party web pages and content available over the Internet. In such instances, including, but not limited to, third party content contained on or accessible through the Services websites and web pages or sites displayed as search results or contained within a directory of links on the Services, 4519906 Canada Inc generally exercises no control over such third party content, web pages, or sites. You agree that it is your responsibility to review and evaluate any such content, and that any and all risk associated with the use of, or reliance on, such content rests with you. You are responsible for viewing and abiding by the terms of use and privacy policies posted at these third party web pages, including but not limited to web casting or any other transmission. Inclusion of a link to third party content does not imply endorsement by 4519906 Canada Inc of such content. You further agree that 4519906 Canada Inc shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any such content.

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In addition to the grant of the above license, you hereby: (a) agree to waive all moral rights in any Submission in favour of 4519906 Canada Inc; (b) consent to your name, address and e-mail appearing as the contributor of any Submission, where applicable, and to the disclosure and/or display of such information and any other information which appears in or is associated with a Submission in any manner or media; (c) acknowledge and agree that 4519906 Canada Inc is not responsible for any loss, damage, or corruption that may occur to your Submissions; and (d) acknowledge and agree that any Submissions you provide for exploitation as contemplated herein will be considered non-confidential. However, 4519906 Canada Inc does not claim ownership of the Submission you post or otherwise provide to us related to the Service.

You hereby represent and warrant that: (a) you are an individual and over 18 years of age and any and all author(s) and performer(s) of the Submission are over 18 years of age; (b) you have the right and authority to post the Submission and grant the license granted herein; (c) all content contained in your Submission is original wholly original with you and contains no matter that infringes upon the copyright, moral rights, privacy or publicity rights or any other right of any person, or that is libelous, or that appropriates the personality of any person, or that is in any way unlawful; and (d) that the permission or consent of no other party is required in order for 4519906 Canada Inc to use and otherwise exploit the Submission as contemplated herein.

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With respect to any and all content you elect to post or transmit using the Services, you agree that 4519906 Canada Inc may preserve and disclose any content associated with your account where required to do so by law or where such preservation or disclosure is reasonably believed by 4519906 Canada Inc to be necessary to ensure compliance with the law, enforce the Terms of Use or protect the rights and interests of 4519906 Canada Inc or any other person.

11. Service Modifications. You acknowledge and agree that 4519906 Canada Inc reserve the right at any time to modify or discontinue (with respect to an individual user or all users) any of the Services with or without notice to you, and that 4519906 Canada Inc will not be responsible or liable, directly or indirectly, to you or any other person in any way for any loss or damage of any kind incurred as a result of, or in connection with, any such modifications or discontinuance.

12. Termination. You acknowledge and agree that 4519906 Canada Inc, in their sole and absolute discretion, may, without notice to you, suspend or terminate your account or your use of, or access to, any of the Services, and remove and discard any information or content related to such Service (and your use thereof), for any reason, including where 4519906 Canada Inc believes that you have violated any of the Terms of Use, or where your account has been inactive for any period of time. You further agree that 4519906 Canada Inc shall not be liable to you or to any other person as a result of any such suspension or termination. Upon termination your right to use the Services immediately ceases.

If you are dissatisfied with the Website, any of the Services or with any terms, conditions, rules, policies, guidelines, or practices of 4519906 Canada Inc in operating the Website and the Services, your sole and exclusive remedy is to discontinue using the Website and the Services.

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15. Indemnity. You agree to defend, indemnify and hold 4519906 Canada Inc and the 4519906 Canada Inc Parties harmless from any and all liabilities, claims, costs and expenses, including reasonable attorneys' fees, related to or in connection with your, or any user of your accounts: (a) violation of the Terms of Use, or (b) use of the Website or any of the Services, or (c) placement, posting or transmission of any message, information, software or other content on the Website or through any of the Services.

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