

CLASSIFILE.COM INC.
Listing Agreement

Terms and Conditions of Sale

This Listing Agreement "Agreement" governs your purchase and use of all Web site listing services "Services" as described in the Order Form, that you order and Classifile.com Inc "Classifile" accepts. You must accept the terms of this Agreement in order to use the Services. BY REGISTERING FOR AND USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AS WELL AS ALL POLICIES AND GUIDELINES INCORPORATED BY REFERENCE. Classifile may modify any of the terms and conditions contained in this Agreement and any policy or guideline incorporated by reference, at any time in its sole discretion and may also determine whether and when modifications apply to existing and future customers. Any modifications are effective upon posting of the revisions on the Classifile.com Web site (the "Site"). Classifile will post a notice of modifications to this Agreement for 30 days. Classifile may post modifications to referenced policies and guidelines without notice to you. Your continued use of the Services following Classifile's posting of any modifications constitutes your acceptance of the modifications. IF YOU DO NOT AGREE TO THE TERMS OF ANY MODIFICATION, DO NOT CONTINUE TO USE THE SERVICES AND IMMEDIATELY NOTIFY CLASSIFILE OF YOUR TERMINATION OF THIS AGREEMENT IN THE MANNER DESCRIBED IN SECTION 1.2 BELOW.

1. Term

- 1.1 Term.** This Agreement will be for an "Initial Term" of 12 months from either the order date or the date on which your Web site is listed with Classifile whichever is later. This Agreement will be automatically renewed (the "Renewal Term") at the end of the Initial Term for the same period as the Initial Term, unless you provide Classifile with notice of termination at least 30 days before the end of the Initial Term or the end of any Renewal Term, whichever is then applicable. You must provide Classifile with your notice of termination by e-mail containing sufficient customer identification information so that Classifile may properly identify you and your account. Any notice of termination will be effective upon receipt of such notice by Classifile.
- 1.2 Termination.** If you terminate the Services before the end of the Initial Term or the Renewal Term, whichever is then applicable, you will be required to pay the pro-rata portion of pre-paid fees attributable to Service not yet rendered as of the termination date equal to the lesser of 3 times one twelfth of the annual charge or the remaining balance of Classifile's annual charge remaining in the term, unless otherwise expressly provided in this Agreement. You must submit your termination request to Classifile in the manner described in Section 1.1. If Classifile terminates this Agreement, Classifile will refund to you the pro-rata portion of pre-paid fees attributable to Service not yet rendered as of the termination date, unless otherwise expressly provided in this Agreement.
- 1.3 Liability and Obligations on Termination.** If the Agreement expires or is terminated for any reason, Classifile is not liable to you because of the expiration or termination for compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales, goodwill or on account of expenditures, investments, leases or commitments in connection with your business, or for any other reason whatsoever flowing from the termination or expiration. If you terminate the Agreement, Classifile will not relieve you of any obligations to pay fees and costs accrued before the termination date or any other amounts you owe to Classifile under this Agreement.

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2. Payment.

- 2.1 Charges.** You will pay all charges for your use of the Services at the prices stated in the Order Form or at the then current Classifile prices, which will be exclusive of any applicable taxes. You are responsible for paying all federal, provincial/state, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the Services, other than taxes based on Classifile's net income.
- 2.2 Payment.** You will pay all charges for Services in advance according to the prices and payment method stated on the Order Form. You will pay for the Services either at the time of placing the Order or by invoice. If you choose to be invoiced for the Services, Classifile will send to you by e-mail an invoice for the period for which you have registered for the Services. You will pay to Classifile the amount indicated in each invoice by the due date reflected on the invoice. You may choose to pay the invoice by cheque or by credit card. If you choose to pay by credit card (which is available only through electronic invoicing and payment), you authorize Classifile to charge your credit card to pay for any charges that may apply to your account. You must notify Classifile of any changes to your card account (including, applicable account number, cancellation or expiration of the account), your billing address, or any information that may prohibit Classifile from charging your account. If you choose to pay by cheque you will mail payment to Classifile to the address shown on the invoice or, by special arrangement, your payment can be made by electronic fund transfer.
- 2.3 Failure to Pay.** If you fail to pay any fees and taxes within 10 days from the applicable due date for credit card or invoice payments, Classifile will assess late charges equal to the lesser of 1.5% per month or the maximum allowable under applicable law. Your failure to pay any fees and taxes within 10 days after the applicable due date is a material breach of this Agreement, justifying Classifile in suspending its performance and terminating this Agreement. If Classifile terminates for your material breach, you must still pay past due fees plus interest. You are responsible for any costs Classifile incurs in enforcing collection, including reasonable attorneys' fees, court costs and collection agency fees.

3. Use of Services.

- 3.1 Policies and Guidelines.** The Classifile Acceptable Use and Service Guidelines (the "Usage Guidelines") govern the general policies and procedures for use of the Services. Classifile's On-line Privacy Statement governs how Classifile collects, stores, processes and uses information associated with your use of the Services. The Usage Guidelines and the On-line Privacy Statement are posted on Classifile's Web site at www.classifile.com (or such other location as Classifile may specify) and may be updated from time-to-time. YOU SHOULD CAREFULLY READ THE USAGE GUIDELINES. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THE USAGE GUIDLEINES AND ANY MODIFICATIONS TO THE TERMS. CLASSIFILE MAY TERMINATE YOUR ACCOUNT FOR ANY VIOLATION OF THE USAGE GUIDELINES OR THIS AGREEMENT.

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- 3.2 Technical Requirements.** You must ensure that your Web site placed on Classifile's database is in a condition that is "user ready", which is in a form requiring no additional manipulation by Classifile. Classifile will make no effort to validate this information for content, correctness or usability. If your Web site is not "user ready", Classifile may reject your Web site listing. Classifile will notify you of its refusal of your Web site and afford you the opportunity to modify the Web site to satisfy Classifile's requirements. Classifile does not provide knowledge to create and maintain your Web site or customer support outside of the Services.
- 3.3 Domain Names.** At the time of placing your Order with Classifile you will confirm that you are the registered owner or the authorized agent of the owner of the domain name or names to be listed with Classifile. You will also confirm that your domain name does not violate any registration services' policies, or any law or regulation.
- 3.4 Security.** You are solely responsible for any breach of security affecting your Web site. If your Web site is responsible for or involved in an attack on or unauthorized access into Classifile, Classifile will remove it immediately from its database. You will pay any charges resulting from the cost to correct security breaches affecting Classifile or any of its other customers.

4. Intellectual Property Rights.

- 4.1 Your License Grant to Classifile.** You grant to Classifile a non-exclusive, worldwide, and royalty free license for the Initial Term and the Renewal Term, if applicable, to exhibit, publish, transmit, distribute, display and otherwise use a link to your Web site for the purpose of rendering and operating the Services to you under this Agreement. You expressly: (a) grant to Classifile the right to provide a direct link to your Web site via the Services and (b) agree that this listing is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.
- 4.2 Your Warranties and Representations.** You warrant, represent and covenant to Classifile that: (a) you are at least 18 years of age; (b) you possess the legal right and ability to enter into this Agreement; (c) you will use the Services only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines; (d) you will be financially responsible for the use of your account; (e) you have acquired or will acquire all authorization(s) necessary for hypertext links to third-party Web sites or other content; (f) you have verified or will verify the accuracy of materials distributed or made available for distribution via the Services, including your content, descriptive claims, warranties, guarantees, nature of business, and address where business is conducted, and (g) your content does not and will not infringe or violate any right of third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance.
- 4.3 Classifile Materials and Intellectual Property.** All materials, including any computer software (in object code and source code form), data or information that Classifile or its suppliers or agents develop or provide under this Agreement, and any know-how, methodologies, equipment, or processes Classifile uses to provide the Services to you, including all copyrights, trademarks, patents, trade secrets, and other proprietary rights inherent therein and appurtenant thereto will remain Classifile's or its suppliers' sole and exclusive property.

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5. Enforcement.

- 5.1 Investigation of Violations.** Classifile may investigate any reported violation of this Agreement, or its policies or any complaints and take any action that it deems appropriate and reasonable under the circumstances to protect its systems, facilities, customers and third parties.
- 5.2 Actions.** Classifile may restrict or remove access from its servers any content that violates this Agreement or related policies and guidelines, or is otherwise objectionable or potentially infringing upon any third party's rights or potentially violates any laws. If Classifile becomes aware that you have possible violated this Agreement, any related policies or guidelines, third party rights or laws, Classifile may immediately take corrective action, including: (a) issuing warnings, (b) suspending or terminating the Service, and (c) restricting or prohibiting any and all uses of content distributed or made available for distribution via the Services that, in Classifile's sole discretion, may violate or infringe any law or third-party rights or that otherwise exposes or potentially exposes Classifile to civil or criminal liability or public ridicule. Classifile is not obligated to monitor or exert editorial control over information made available for distribution via the Services. If Classifile takes corrective action because of a possible violation, Classifile will not refund to you any fees you paid in advance of the corrective action.
- 5.3 Disclosure Rights.** To comply with applicable laws and lawful governmental requests, to protect Classifile's systems and customers, or to ensure the integrity and operation of Classifile's business and systems, Classifile may access and disclose any information it considers necessary or appropriate. Classifile may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulator, or other appropriate third parties. To the extent that any inconsistency exists between any terms of Classifile's On-line Privacy Statement and Classifile's right to disclose under this section, Classifile's right to disclose under this section will prevail.

6. Disclaimed Warranties.

Classifile exercises no control over, and accepts no responsibility for, the content of the information passing through Classifile's electronic systems, or the Internet. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING, ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATIONS SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CLASSIFILE DOES NOT MAKE ANY DISCLAIMERS, AND YOU WAIVE ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

7. Limitation and Exclusion of Liability.

- 7.1 Limitations.** IN NO EVENT WILL CLASSIFILE OR ITS SUPPLIERS HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF INFORMATION DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION VIA THE SERVICES OR BY ACCIDENT, FRAUDULENT MEANS OR DEVICES. NEITHER CLASSIFILE NOR ITS SUPPLIERS WILL HAVE ANY LIABILITY WITH RESPECT TO

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EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF CLASSIFILE HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. THE LIABILITY OF CLASSIFILE AND ITS SUPPLIERS TO YOU FOR ANY REASON AND UPON ANY CAUSE OF ACTION IS LIMITED TO THE AMOUNT YOU ACTUALLY PAID TO CLASSIFILE UNDER THIS AGREEMENT DURING THE 3 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE ALLEGED CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES SET BY CLASSIFILE UNDER THIS AGREEMENT HAVE BEEN AND WILL CONTINUE TO BE BASED ON THIS ALLOCATION OF RISK. ACCORDINGLY, YOU RELEASE CLASSIFILE AND ITS SUPPLIERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATION STATED IN THIS SECTION 7.1.

7.2 Interruption of Service. Classifile and its suppliers are not liable for any temporary delay, outages or interruptions of the Services. Further, Classifile is not liable for any delay or failure to perform its obligations under this Agreement, where the delay or failure results from any act of God or other cause beyond its reasonable control (including, any mechanical, electronic, communications or third party supplier failure).

7.3 Indemnification.

You release and hold harmless, and agree to indemnify, Classifile and its affiliates and suppliers (and their respective employees, directors and representatives) against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including, reasonable attorney's fees and other litigation expenses) incurred by Classifile or its suppliers, arising out of or relating to: (a) your violation or breach of any term, condition, representation or warranty of this Agreement, or any applicable policy or guideline; (b) your improper or illegal use of the Services; or (c) your violation, alleged violation, or misappropriation of any intellectual property right (including trademark, copyright, patent, trade secrets) or non-proprietary right of a third party (including defamation, libel, violation of privacy or publicity).

8. Miscellaneous Provisions.

8.1 Entire Agreement. This Agreement, in conjunction with all policies and guidelines incorporated by reference, constitutes the entire agreement between you and Classifile with respect to the subject matter of the Agreement, and there are no representations, understandings or agreements that are not fully expressed in this Agreement and the related policies and guidelines.

8.2 No fiduciary Relationship; No Third Party Beneficiaries. Classifile is not the agent, fiduciary, trustee or other representative of you. Except for the rights of Classifile's suppliers under Sections 7 and 8, nothing expressed or mentioned in or implied from this Agreement is intended or will be construed to give any person (other than the parties to this Agreement) any legal or equitable right, remedy or claim under or in respect to this Agreement. This Agreement and all of its representations, warranties, covenants, conditions and provisions are intended to be and are for the sole and exclusive benefit of the parties to this Agreement.

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- 8.3 Amendments.** Except as expressly provided in this Agreement, no amendment, change, waiver, or discharge of this Agreement is valid unless in writing and signed by the parties.
- 8.4 Identification.** Classifile may, free of any obligation to pay compensation, use your name and identify you as a Classifile client, in advertising, publicity, or similar materials distributed or displayed to prospective clients.
- 8.5 Governing Law.** THIS AGREEMENT IS GOVERNED BY THE LAWS OF CANADA AND THE PROVINCE OF ONTARIO, WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN THE FEDERAL OR PROVINCIAL COURTS LOCATED IN HALTON REGION, ONTARIO, AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF THESE COURTS.
- 8.6 Compliance with Laws.** You will comply with all applicable laws and regulations and will indemnify and save Classifile harmless from your failure to so comply. Classifile will not have to perform any obligations set forth in this Agreement if the performance would violate any present or future law, regulation or policy of any applicable government.
- 8.7 Non-Assignment.** You may not assign this Agreement or any right or obligation under this Agreement, by operation of law or otherwise, without Classifile's prior written consent. Classifile may assign its rights and obligations under this Agreement and may utilize affiliates and agents in performing its duties and exercising its rights, without your consent. This Agreement is binding on, inures to the benefit of, and is enforceable against the parties and their respective successors and assigns.
- 8.8 No Waiver.** Classifile's failure to enforce the strict performance of any provision of this Agreement does not constitute a waiver of Classifile's right to subsequently enforce the provision or any other provisions of this Agreement.
- 8.9 Severability.** If any term or provision of this Agreement is deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement, if applicable, will remain in full force and effect and, if the subject term or provision is deemed to be invalid, void or unenforceable only with respect to a particular application, the term or provision will remain in full force and effect with respect to all other applications.
- 8.10 Headings.** The section headings used in this Agreement are for reference and convenience only and will not enter into the interpretation of the Agreement.
- 8.11 Survival.** All provisions of this Agreement relating to your warranties, intellectual property rights, limitation and exclusion of liability, your indemnification obligations and payment obligations will survive the termination or expiration of the Agreement.

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