

Terms of Service for the Artez Friendship Powered Fundraising Application for Facebook

Last updated September 12, 2012.

1. LICENSE

1.1. Governing Agreement

The terms of this agreement ("Terms of Service" or "Terms") govern the relationship between you and Artez Interactive Inc. (hereafter "Artez" or "Us" or "We") regarding your use of the Artez Friendship Powered Fundraising Application for Facebook and related services, which include Artez branded websites (the "Service"). In this agreement, "Artez" means Artez Interactive Inc. located at 215 Spadina Ave., Suite 500, Toronto, Ontario M5T 2T7. "Artez" includes Affiliates, which shall mean subsidiaries, parent companies, joint ventures and other corporate entities under common ownership.

1.2. Privacy Policy

Use of the Service is also governed by the Artez Privacy Policy, which is incorporated herein by reference. Your privacy is important to Us. We designed the Artez Privacy Policy to make important disclosures about how We collect and use your content and information. We encourage you to read the Artez Privacy Policy carefully and use it to make informed disclosure decisions.

By creating an account or accessing or using the Service you accept and agree to be bound by these Terms of Service and consent to the collection, use and storage of your information as outlined in the Artez Privacy Policy.

1.3. Updates to the Terms of Service and the Artez Privacy Policy

Artez reserves the right, at our discretion, to change, modify, add or remove portions of these Terms of Service and its Privacy Policy at any time by posting the amended Terms on or within the Service. You may also be given additional notice, such as an e-mail message or messaging within the Service, of any changes. You will be deemed to have accepted such changes by continuing to use the Service. Except as otherwise stated, all amended terms shall automatically be effective 30 days after they are initially posted. No amendment to the Terms of Service or Privacy Policy shall apply to any dispute of which Artez had actual notice before the date of the amendment.

This agreement may not be otherwise amended except in a written form that has been signed by you and Us. For purposes of this provision, "writing" does not include an e-mail message.

If at any point you do not agree to any portion of the then-current version of our Terms of Service, the Artez Privacy Policy, or any other Artez requirement or conduct relating to your use of the Service, your license to use the Service shall immediately terminate and you must immediately stop using the Service.

To the extent the Terms of Service or Artez Privacy Policy conflict with any other Artez terms, policy, rules or codes of conduct, the terms contained in these Terms of Service and in the Artez Privacy Policy shall govern.

1.4. Grant of a Limited License to Use the Service

In consideration of your use of the Service for its intended purpose of fundraising on behalf of selected charities, and subject to your agreement and continuing compliance with these Terms of Service and any other relevant Artez policies, Artez grants you a non-exclusive, non-transferable, revocable limited license subject to the limitations set out below to access and use the Service using an Artez supported web browser (such as Mozilla Firefox or Microsoft Internet Explorer) or mobile device solely for your own fundraising purposes. You agree not to use the Service for any other purpose.

1.5. Accessing the Service

By accessing or using the Service, including browsing any Artez website, you accept and agree to these Terms of Service and the Privacy Policy. You may also be required to register an account on the Service (an "Account"), have a valid account on Facebook through which you connect to or use the Service, or have an account with the carrier and/or internet service provider for your mobile device. If you are younger than the age of majority, you represent that your legal guardian has reviewed and agreed to these Terms.

You must provide all equipment and software necessary to connect to the Service, including in some cases, a mobile device that is suitable to connect with and use the Service.

You are responsible for any fees, including internet connection or mobile fees that you incur when accessing the Service.

1.6. Use of the Service

The following restrictions apply to the use of the Service:

- a) You shall not create an Account or access the Service if you are a minor and have not obtained the consent and approval of your legal guardian;
- b) You shall monitor your Account to restrict use by others and you accept full responsibility for any use of the Service in connection with your Account;
- c) You shall not have more than one Account at any given time, and shall not create an account using a false identity or information, or on behalf of someone other than yourself;
- d) You shall not have an Account or use the Service if your account has previously been terminated or you have been banned from using the Service by Artez;
- e) You shall use your Account only for non-commercial purposes;
- f) You shall not use your Account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages (spim and spam) to anyone;
- g) You shall not use your Account to engage in any illegal conduct;
- h) You shall not sublicense, rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account to anyone without the written permission of Artez; and
- i) You shall comply with Facebook's terms of service/use as well as these Terms of Service for so long as you use the Service.

1.7. Account Information

When creating or updating an Account on the Service, you may be required to provide Artez with certain personal information, which may include your name, birth date, and e-mail address. This information will be held and used in accordance with the Artez Privacy Policy and relevant notices, if any, provided at the point of information collection or use. You agree that you will supply accurate and complete information to Artez, and that you will update that information promptly after it changes.

You understand that in using the Service your name and profile picture will be publicly available and that search engines may index your name and profile photo.

1.8. Username and Password

During the Account creation process, you may be required to select a password ("Login Information"). The following rules govern the security of your Login Information:

- a) You shall not share the Account or the Login Information, let anyone else access your account, or do anything else that might jeopardize the security of your Account;
- b) In the event you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of the Login Information, you must immediately notify Artez and modify your Login Information;
- c) You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of the Login Information, including purchases, whether or not authorized by you; and
- d) You are responsible for anything that happens through your Account.

Artez reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates such third party's rights.

1.9. License Limitations

Any use of the Service in violation of these License Limitations is strictly prohibited, can result in the immediate revocation of your limited license granted by Section 1.4, and may subject you to liability for violations of law. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICE INCLUDING UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF ARTEZ OR ANY THIRD PARTY IS A VIOLATION OF ARTEZ POLICY AND MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.

You agree that you will not, under any circumstances:

- a) Engage in any act that Artez deems to be in conflict with the spirit or intent of the Service, including but not limited to circumventing or manipulating these Terms;
- b) Make improper use of any Artez support services, including by submitting false abuse reports or using profane and abusive language in your communications with our support personnel; or

- c) Use the Service, intentionally or unintentionally, in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;
- d) Without express written consent of Artez, modify or cause to be modified any files that are a part of the Service;
- e) Disrupt, overburden, or aid or assist in the disruption or overburdening of any computer or server used to offer or support the Service or any Artez environment (each a "Server");
- f) Institute, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the Service, or other attempts to disrupt the Service or any other person's use or enjoyment of the Service;
- g) Attempt to gain unauthorized access to the Service, Accounts registered to others or to the computers, Servers, or networks connected to the Service by any means other than the user interface provided by Artez, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Service;
- h) Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive;
- i) Post any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content;
- j) Attempt to, or harass, abuse, or harm, or advocate or incite harassment, abuse or harm of another person, group, including Artez employees and representatives;
- k) Make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation an Artez employee;
- l) Use the Service or any part thereof for any purpose, other than the fundraising purpose for which it is intended, including but not limited to communicating or facilitating any commercial advertisement or solicitation;
- m) Transmit unauthorized communications through the Service, including junk mail, chain letters, spam and any materials that promote malware, spyware and downloadable items;
- n) Interfere or attempt to interfere with the proper functioning of the Service or connect to or use the Service in any way not expressly permitted by these Terms of Service;
- o) Make any automated use of the system, or take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- p) Bypass any robot exclusion headers or other measures We employ to restrict access to the Service or use any software, technology, or device to send content or messages, scrape, spider, or crawl the Service, or harvest or manipulate data;
- q) Use, facilitate, create, or maintain any unauthorized connection to the Service, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Service; or (2) any connection using programs, tools, or software not expressly approved by Artez;
- r) Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Service, or

to obtain any information from the Service using any method not expressly permitted by Artez;
or,

- s) Copy, modify or distribute rights or content from any Artez site, or Artez copyrights or trademarks or use any method to copy or distribute the content of the Service except as specifically allowed in these Terms of Service.

1.10. Suspension and Termination of Account and Service

WITHOUT LIMITING ANY OTHER REMEDIES, ARTEZ MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO THE SERVICE OR PORTIONS THEREOF IF YOU ARE, OR ARTEZ SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THESE TERMS OF SERVICE OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICE, WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE YOUR USER NAME AND PROFILE AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION, AS WELL AS ANY BENEFITS AND PRIVILEGES, AND ARTEZ IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICE AND USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR SITES, AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICE IF WE BELIEVE THAT THEY ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES.

Artez reserves the right to stop offering and/or supporting the Service or part of the Service at any time either permanently or temporarily, at which point your license to use the Service or a part thereof will be automatically terminated or suspended. In such event, Artez shall not be required to provide refunds, benefits or other compensation to users or their donors in connection with such discontinued elements of the Service.

Termination of your Account can include disabling your access to the Service or any part thereof including any content you submitted or others submitted.

You may cancel any Account registered to you at any time.

1.11. Ownership

1.11.1. Service

The Service (including without limitation any computer code, themes, objects, dialogue, catch phrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, documentation and server software) are copyrighted works owned by Artez Interactive Inc. Artez reserves all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with the Service.

1.11.2. Accounts

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN AN ACCOUNT, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO AN ACCOUNT ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF ARTEZ. GENERALLY, ACCOUNTS CREATED WITH ARTEZ WILL BE CONSIDERED ACTIVE UNTIL WE RECEIVE A USER REQUEST TO DEACTIVATE OR DELETE THEM; HOWEVER, WE RESERVE THE RIGHT TO TERMINATE ANY ACCOUNT THAT HAS BEEN INACTIVE FOR 180 DAYS.

1.11.3. User Content

"User Content" means any communications, images, sounds, and all the material, data, and information that you upload or transmit through the Service, or that other users upload or transmit.

By transmitting or submitting any User Content while using the Service, you affirm, represent and warrant that such transmission or submission is (a) accurate and not confidential; (b) not in violation of any applicable laws, contractual restrictions or other third party rights, and that you have permission from any third party whose personal information or intellectual property is comprised in the User Content; (c) free of viruses, adware, spyware, worms or other malicious code; and (d) you acknowledge and agree that any of your personal information within such content will at all times be processed by Artez in accordance with its Privacy Policy.

You own your User Content. You hereby grant Artez and its Affiliates a perpetual and irrevocable (other than as provided below), worldwide, fully paid-up and royalty free, non-exclusive, unlimited license, including the right to sublicense and assign to third parties, and right to copy, reproduce, fix, adapt, modify, improve, translate, reformat, create derivative works from, manufacture, introduce into circulation, commercialize, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way now known or in the future discovered, your User Content as well as all modified and derivative works thereof in connection with our provision of the Service, including marketing and promotions thereof. To the extent permitted by applicable laws, you hereby waive any moral rights you may have in any User Content. The license you grant Us to use your User Content (except any content you submit in response to Artez) ends when you delete your User Content or you close your Account unless your User Content has been shared with others, and they have not deleted it. However, you understand and accept that removed content may persist in back-up copies for a reasonable period of time.

2. USER CONTENT

2.1. Content Screening

You are entirely responsible for all User Content you post or otherwise transmit via the Service. Artez assumes no responsibility for the conduct of any user submitting any User Content, and assumes no responsibility for monitoring the Service for inappropriate or illegal content or conduct.

We have no obligation to monitor User Content. If We choose at any time, in our sole discretion, to monitor the Service, We have the right, in our sole discretion, to edit, refuse to post, or remove any User Content and We may monitor and/or record your interaction with the Service or communications when you are using the Service. By entering into these Terms of Service, you hereby provide your irrevocable consent to such monitoring and recording.

2.2. Information Use by Other Members of the Service

2.2.1. Public Discourse & Unsolicited Ideas

The Service may include or be integrated with various forums, blogs and chat features where you can post User Content, including your observations and comments on designated topics. Artez cannot guarantee that other members will not use the ideas and information that you share. Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, do not post it on the Service. Artez shall have no responsibility to evaluate, use or compensate you for any ideas or information you may choose to submit.

If you submit suggestions, proposals, comments or other materials (collectively "Submissions") within the Service you understand and agree that Artez (1) shall have no obligation to keep your Submissions confidential; (2) shall have no obligation to return your Submissions or respond in any way; and (3) may use your Submissions for any purpose in any way without notice or compensation to you.

ARTEZ IS NOT RESPONSIBLE FOR ANY MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION POSTED IN ANY FORUMS, BLOGS AND CHAT ROOMS BY YOU OR OTHERS.

2.2.2. Responsible For Your Own Content

You are solely responsible for the information that you post on, through or in connection with the Service and that you provide to others.

Information, materials, products or services provided by other users (for instance, in their profiles) may, in whole or in part, be unauthorized, impermissible or otherwise violate these Terms of Service, and Artez assumes no responsibility or liability for this material. If you become aware of misuse of the Service by any person, please use any "Report Abuse" link provided.

Artez may reject, refuse to post or delete any User Content for any or no reason, including, but not limited to, User Content that in the sole judgment of Artez may violate these Terms of Service.

Artez reserves the right to limit the storage capacity of User Content that you post on, through or in connection with the Service.

2.3. Disclosure

Your information, and the contents of all of your online communications (including without limitation chat text, voice communications, IP addresses and your personal information) may be accessed and monitored as necessary to provide the Service and may be disclosed: (i) when We have a good faith

belief that We are required to disclose the information in response to legal process (for example, a court order, search warrant or subpoena); (ii) to satisfy any applicable laws or regulations (iii) where We believe that the Service is being used in the commission of a crime, including to report such criminal activity or to exchange information with other companies and organizations for the purposes of fraud protection and credit risk reduction; (iv) when We have a good faith belief that there is an emergency that poses a threat to the health and/or safety of you, another person or the public generally; and (v) in order to protect the rights or property of Artez, including to enforce our Terms of Service. By entering into these Terms of Service, you hereby provide your irrevocable consent to such monitoring, access and disclosure.

3. THIRD PARTY ADVERTISING

3.1. Third Party Advertisements

You understand that the Service may expose you, your potential donors and others to advertisements from Artez or third parties.

3.2. Links to Third Party Sites and Dealings With Advertisers

In using the Service, you and others may be provided links to third party websites or vendors. Any charges or obligations you or others incur in dealings with these third parties are not the responsibility of Artez. Artez makes no representation or warranty regarding any content, goods and/or services provided by any third party even if linked to from our Service, and will not be liable for any claim relating to any third party content, goods and/or services. The linked sites are not under the control of Artez and may collect data or solicit personal information from you. Artez is not responsible for their content, business practices or privacy policies, or for the collection, use or disclosure of any information those sites may collect. Further, the inclusion of any link does not imply endorsement by Artez of these linked sites.

4. COPYRIGHT

Copyright in these Terms of Use and the Artez Privacy Policy is owned by Artez. All rights are reserved.

Artez reserves the right to terminate without notice any User's access to the Service if that User is determined by Artez, in its sole discretion, to have infringed the copyright of a third party.

5. UPDATES TO THE SERVICE

You understand that the Service is an evolving one. Artez may require that you accept updates to the Service for your computer or mobile device. You acknowledge and agree that Artez may update the Service with or without notifying you. You may need to update third party software from time to time in order to receive the Service.

6. DISCLAIMERS / LIMITATIONS / WAIVERS / INDEMNIFICATION

6.1. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO BE THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED).

WITHOUT LIMITING THE FOREGOING, NEITHER ARTEZ NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, "ARTEZ PARTIES") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

6.2. LIMITATIONS; WAIVERS OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT THE ARTEZ PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE.

YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE ARTEZ PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE ARTEZ PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING CHARITIES, OTHER USERS OF THE SERVICE AND OTHER OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICE AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH ARTEZ IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THE SECTION MAY NOT APPLY TO YOU. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ANY NEGLIGENCE OR FRAUD OF ARTEZ.

6.3. Indemnification

You agree to indemnify, save, and hold the Artez Parties harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Service, any violation by you of these Terms of Service, or any breach of the representations, warranties, and covenants made by you herein. Artez reserves the right, at your expense, to assume the exclusive

defense and control of any matter for which you are required to indemnify Artez, and you agree to cooperate with Artez in its defense of these claims. Artez will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

You agree that the provisions in this paragraph 6 will survive any termination of your Account(s) or of the Service.

7. DISPUTE RESOLUTION

7.1. General

If a dispute arises between you and Artez, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Artez agree that We will resolve any claim or controversy at law or equity that arises out of this Agreement or the Service (a "Claim") in accordance with one of the subsections below or as We and you otherwise agree in writing. Before resorting to these alternatives, We strongly encourage you to first contact Us directly to seek a resolution by going to Customer Support. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

7.2. Law and Forum for Legal Disputes

This Agreement and any dispute arising out of or related to it or the Service shall be governed in all respects by the laws of the Province of Ontario, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Artez must be resolved exclusively by a court located in Toronto, Ontario, Canada, except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within Toronto, Ontario for the purpose of litigating all such claims or disputes.

7.3. Improperly Filed Claims

All claims you bring against Artez must be resolved in accordance with this Dispute Resolution Section. All claims filed or brought contrary to Section 7.2 shall be considered improperly filed. Should you file a claim contrary to Section 7.2, Artez shall be entitled to recover attorneys' fees and reasonable out-of-pocket costs, provided that Artez has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

8. SEVERABILITY

You and Artez agree that if any portion of these Terms of Service or of the Artez Privacy Policy is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

9. GENERAL PROVISIONS

9. Assignment

Artez may assign or delegate these Terms of Service and/or the Artez Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without Artez's prior written consent, and any unauthorized assignment and delegation by you is void and ineffective.

9.2. Supplemental Policies

Artez may publish additional policies related to specific components of the Service. Your right to use such aspects of the Service is subject to those specific policies and these Terms of Service.

9.3. Entire Agreement

These Terms of Service, any supplemental policies and any documents expressly incorporated by reference herein (including the Artez Privacy Policy), contain the entire understanding of you and Artez, and supersede all prior understandings of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and Us with respect to the Service.

9.4. Language of the Terms of Service

If we provide you with a translation of the English language version of these Terms of Service, the Artez Privacy Policy or any other policy (collectively "Artez Policies"), then you agree that the translation is provided for informational purposes only and does not modify the English language version of the Artez Policies.

In the event of a conflict between a translation of the Artez Policies and the English version, the English version of the Artez Policies will control.

9.5. No Waiver

The failure of Artez to require or enforce strict performance by you of any provision of these Terms of Service or the Artez Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such provision or right in that or any other instance.

The express waiver by Artez of any provision, condition, or requirement of these Terms of Service or the Artez Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Except as expressly and specifically set forth in these Terms of Service, no representations, statements, consents, waivers, or other acts or omissions by Artez shall be deemed a modification of

these Terms of Service nor be legally binding, unless documented in physical writing, hand signed by You and a duly appointed officer of Artez.

9.6. Notices

We may notify you via postings on www.Artez.com, and via e-mail or any other communications means using contact information you provide to Us. All notices given by you or required from you under these Terms of Service or the Artez Privacy Policy shall be in writing and addressed to: Artez Interactive Inc., Attn: LEGAL DEPARTMENT, 215 Spadina Ave., Suite 500, Toronto, Ontario M5T 2T7.

Any notices that you provide without compliance with this Section on Notices shall have no legal effect.

9.7. Equitable Remedies

You acknowledge that the rights granted and commitments made under these Terms of Service to Artez are of a unique and irreplaceable nature, the loss of which shall irreparably harm Artez and which cannot be replaced by monetary damages alone. Accordingly, Artez shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you.

You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Service.

9.8 Force Majeure

Artez shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of Artez, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond the control of Artez such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, network infrastructure failures, strikes, or shortages of transportation facilities, fuel, energy, labour or materials.