

1. ACCEPTANCE OF TERMS

Thirty Days Project provides its service to you, subject to the following Terms of Service ("**TOS**"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at:

<http://thirtydaysproject.com/TDPdocs/Terms.pdf/>. In addition, when using Thirty Days Project services, you may be subject to guidelines or rules or additional terms (which may be posted from time to time) which are incorporated by reference into the TOS. All such guidelines or rules are hereby incorporated by reference into the TOS.

2. DESCRIPTION OF SERVICE

Thirty Days Project currently provides users with access to hosting, blog and forum services, which may be accessed through various mediums or devices now known or hereafter developed (the "**Service**"). You understand and agree that the Service may include advertisements and that these advertisements are necessary for Thirty Days Project to provide the Service. You understand and agree that the Service may include certain communications from Thirty Days Project, such as service announcements and administrative messages that are considered part of the Thirty Days Project Membership, and that you cannot opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new Thirty Days Project properties, are subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that Thirty Days Project assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

Please be aware that Thirty Days Project the Service may contain adult or mature content.

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "**Registration Data**") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Thirty Days Project has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Thirty Days Project has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

Thirty Days Project is concerned about the safety and privacy of all its users, particularly children. For this reason, parents who wish to allow their children access to the Service should assist them in setting up any relevant accounts and supervise their access to the Service. By allowing your child access to the Service, they will be able to access all of the Services including, email, message boards, groups, instant messages and chat (among others). Please remember that the Service is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the Services and/or Content (as defined in Section 6 below) are appropriate for your child.

4. THIRTY DAYS PROJECT PRIVACY POLICY

You understand that through your use of the Service you consent to the collection, use and disclosure of your Registration Data by Thirty Days Project and its affiliates in order to provide the Service to you.

The Thirty Days Project I.D. associated with your account is the property of Thirty Days Project or its affiliates, and is not your personal information.

5. MEMBER ACCOUNT, PASSWORD, AND SECURITY

During registration for a Thirty Days Project I.D., you will select a password and Thirty Days Project I.D. Upon successful registration for the Service, you will receive an account designation. You understand and agree that you are solely responsible for maintaining the confidentiality of your account including your password, and are fully responsible for all activities that occur under your account, including your password. You agree to (a) immediately notify Thirty Days Project of any unauthorized use of your password or account or any other breach of security, and (b) exit from your account at the end of each session. Thirty Days Project will not be liable for any loss or damage arising from your failure to comply with this Section 5.

6. MEMBER CONDUCT

You understand that all materials, including without limitation, information, data, text, software, music, sound, photographs, graphics, video, and email messages or other kinds of messages ("**Content**"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Thirty Days Project, are entirely responsible for all Content that you upload, post, email, transmit, or otherwise make available via the Service. Thirty Days Project does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Thirty Days Project be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of or reliance upon any Content posted, emailed, transmitted, or otherwise made available via the Service.

You agree that you will not use the Service to:

1. upload, post, email, transmit, or otherwise make available any Content that is harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable or generally unlawful;
2. harm minors in any way;
3. impersonate any person or entity, including, but not limited to, a Thirty Days Project official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
5. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("**Rights**") of any

- party;
7. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of illegal solicitation. You may, however, make legally compliant solicitations in those areas (such as shopping rooms) that are designated for such purpose;
 8. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 9. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
 10. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
 11. intentionally or unintentionally violate any applicable local, provincial, national or international law, including, but not limited to, regulations promulgated by the Ontario Securities Commission, any rules of any national or other securities exchange, including, without limitation, the Toronto Stock Exchange, the Montreal Stock Exchange, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
 12. collect or provide funds, directly or indirectly, in order to carry out terrorist crimes, contribute to or facilitate the activities of a terrorist group, or instruct anyone to carry out a terrorist activity, including doing any of the foregoing in relation to a listed entity under s.83.05 of Part II.1 of the Criminal Code.
 13. "stalk" or otherwise harass another; or
 14. collect or store personal data about other users without their express consent or in connection with the prohibited conduct and activities set forth in paragraphs (a) through (m) above.

You acknowledge that Thirty Days Project does not pre-screen Content, but that Thirty Days Project and its designees have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, Thirty Days Project and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Thirty Days Project or submitted to Thirty Days Project that is available on any part of the Service, including without limitation information in Thirty Days Project website, blog and forum.

You acknowledge and expressly consent to Thirty Days Project accessing, preserving, and disclosing your account information and Content if required to do so by law or in the good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of Thirty Days Project, its users and the public.

You understand that the technical processing and transmission of the Service, including your

Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and use of these materials is subject to usage rules set by Thirty Days Project and/or content providers who provide Content to the Service. You agree that you will not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

7. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from Canada or the country in which you reside.

8. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE

Thirty Days Project does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant Thirty Days Project the following world-wide, royalty free and non-exclusive license(s), as applicable:

1. With respect to Content you submit or make available for inclusion on publicly accessible areas of Thirty Days Project, the license to use, distribute, reproduce, modify, adapt, publicly perform, and publicly display such Content on the Service solely for the purposes of providing and promoting Thirty Days Project to which such Content was submitted or made available. This licence exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or Thirty Days Project removes such Content from the Service.
2. With respect to photos, graphics, audio, or video you submit or make available for inclusion on publicly accessible areas of the Service, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available. This licence exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or Thirty Days Project removes such Content from the Service.
3. With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service, the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

You irrevocably waive any moral rights or other rights with respect to attribution of authorship or integrity in the Content you submit.

"Publicly accessible" areas of the Service are those areas of the Thirty Days Project network of properties that are intended by Thirty Days Project to be available to the general public. Publicly accessible areas of the Service would not include areas off of the Thirty Days Project network of properties such as portions of World Wide Web sites that are accessible through

hypertext or other links but are not hosted or served by Thirty Days Project.

9. CONTRIBUTIONS TO Thirty Days Project

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to Thirty Days Project through its suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) Thirty Days Project is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) Thirty Days Project shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) Thirty Days Project may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of Thirty Days Project without any obligation of Thirty Days Project to you; and (f) you are not entitled to any compensation or reimbursement of any kind from Thirty Days Project under any circumstances.

10. INDEMNITY

You agree to indemnify and hold Thirty Days Project and its subsidiaries, affiliates, officers, employees, agents, co-branders, partners and licensors harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

11. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, trade, or exploit for any commercial purposes, any portion of the Service (including the Thirty Days Project I.D. associated with your account), use of the Service, or access to the Service.

12. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that Thirty Days Project may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that images, comments, posts or other uploaded Content will be retained by the Service, the maximum number of posts or comments that may be made by an account on the Service, the maximum size of any content uploaded by an account on the Service, the maximum disk space that will be allotted on Thirty Days Project's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Thirty Days Project has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that Thirty Days Project reserves the right to log off accounts that are inactive for a certain period of time as determined by Thirty Days Project. You further acknowledge that Thirty Days Project reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

13. MODIFICATIONS TO SERVICE

Thirty Days Project reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Thirty Days Project will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

14. TERMINATION AND RECYCLING OF ACCOUNTS

You agree that Thirty Days Project, in its sole discretion, may terminate your account or any

part thereof and remove and discard any Content within the Service, for any reason, including, without limitation, (a) lack of use, (b) if Thirty Days Project believes that you have violated or acted inconsistently with the letter or spirit of the TOS or other incorporated agreements or guidelines, (c) requests by law enforcement or other government agencies, (d) a request by you (self-initiated account deletions), (e) discontinuance or material modification to the Service (or any part thereof), (f) unexpected technical or security issues or problems, (g) in compliance with legal process; (h) if you have or we believe you have engaged in illegal activities, including without limitation, fraud, and/or (i) nonpayment of any fees owed by you in connection with the Services. Thirty Days Project may also, in its sole discretion and at any time, discontinue providing the Service, or any part thereof, with or without notice. You acknowledge and agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice and that Thirty Days Project may immediately deactivate or delete your account and all related Content (including without limitation uploaded content and comments) associated with or stored in your account and/or bar any further access to such Content or the Service. Further, you agree that Thirty Days Project is not liable to you or any third-party for termination of your account, or termination of your access to the Service.

As Thirty Days Project IDs and the related comments and content are the property of Thirty Days Project, upon termination of your account the Thirty Days Project I.D. previously associated with your account will become available to other Thirty Days Project users to select as their Thirty Days Project I.D. While Thirty Days Project will take reasonable steps as described in our Privacy Policy to secure the information provided by you prior to the termination of your account, you understand and agree that it is solely your responsibility and obligation to notify others that you no longer can be contacted at a particular terminated Thirty Days Project I.D. You expressly acknowledge and agree that you, and not Thirty Days Project, are solely responsible for the receipt of correspondence erroneously directed to you at your terminated Thirty Days Project I.D. that may now belong to another Thirty Days Project user.

15. DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, WARRANTIES, REPRESENTATIONS, OR CONDITIONS associated with such dealings, are solely between you and such advertiser. You agree that Thirty Days Project is not responsible or liable for any loss or damage of any sort incurred as a result of such dealings or as a result of the presence of such advertisers on the Service.

16. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Thirty Days Project has no control over such sites and resources, you acknowledge and agree that Thirty Days Project is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Thirty Days Project is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

17. Thirty Days Project PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("**Software**") contain proprietary and confidential information that is protected

by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. Except as expressly authorized by Thirty Days Project or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

Thirty Days Project grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Thirty Days Project for use in accessing the Service.

18. DISCLAIMER OF WARRANTIES, REPRESENTATIONS, AND CONDITIONS

You expressly understand and agree that:

1. Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. Thirty days project and its subsidiaries, affiliates, officers, employees, agents, co-branders, partners and licensors expressly disclaims all warranties, representations and conditions of any kind, whether express or implied, including, but not limited to the implied warranties, representations and conditions of merchantability, fitness for a particular purpose and non-infringement.
2. Thirty days project and its subsidiaries, affiliates, officers, employees, agents, co-branders, partners and licensors makes no warranty that (i) the service will meet your requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the software will be corrected.
3. Any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
4. No advice or information, whether oral or written, obtained by you from thirty days project or through or from the service shall create any warranty not expressly stated in the tos.

19. LIMITATION OF LIABILITY

You expressly understand and agree that thirty days project and its subsidiaries, affiliates, officers, employees, agents, co-branders, partners and licensors shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if yahoo has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your

transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service.

20. EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties, representations and conditions or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of sections 18 and 19 may not apply to you.

21. SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS

If you intend to create or join any service, receive or request any news, messages, alerts, or other information from the Service concerning companies, stock quotes, investments or securities, please read the above Sections 18 and 19 again. They go doubly for you. In addition, for this type of information particularly, the phrase "Let the investor beware" is apt. The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. Thirty Days Project and its licensors are not responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and are not responsible or liable for any trading or investment decisions made based on such information.

22. NO THIRD PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third party beneficiaries to this Agreement.

23. NOTICE

Notices to you may be made via either email or regular mail. The Service may also provide notices of changes to the TOS or other matters by displaying notices or links to notices to you on the Service.

From time to time Thirty Days Project will send you notices through the Thirty Days Project Messenger Service to let you know about important changes to the Thirty Days Project Messenger or related Services. Such messages may not be received if you violate this TOS by accessing the Service in an unauthorized manner. Your agreement to this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the Service in an authorized manner.

24. TRADEMARK INFORMATION

You agree that all of Thirty Days Project's trademarks, trade names, service marks and other Thirty Days Project logos and brand features, and product and service names are trademarks and the property of Thirty Days Project Inc. (the "Thirty Days Project Marks"). Without Thirty Days Project's prior permission, you agree not to display or use in any manner the Thirty Days Project Marks.

25. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

Thirty Days Project respects the intellectual property of others, and we ask our users to do the same. Thirty Days Project may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Thirty Days Project with the following information in writing:

1. a signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the site;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

You can send claims of copyright or other intellectual property infringement to:

Thirty Days Project Legal Department
#113-11 East 11th Ave,
Vancouver, BC, V5T 2B9

26. GENERAL INFORMATION

Entire Agreement. The TOS constitute the entire agreement between you and Thirty Days Project and govern your use of the Service, superseding any prior agreements, oral or written, between you and Thirty Days Project with respect to the Service. You may also be subject to additional terms and conditions that may apply when you use or purchase certain Thirty Days Project services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. The TOS and the relationship between you and Thirty Days Project shall be governed by the laws of the province of British Columbia and Canada without regard to its conflict of law provisions. You and Thirty Days Project agree to submit to the personal and exclusive jurisdiction of the courts located within the province of British Columbia, Canada.

Waiver and Severability of Terms. The failure of Thirty Days Project to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

No Right of Survivorship and Non-Transferability. You agree that your Thirty Days Project account is non-transferable and any rights to your Thirty Days Project I.D. or Content within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all Content permanently deleted.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or related to the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Further Assurances. You agree to use reasonable efforts to do, make, execute, deliver, or cause to be done, made, executed, or delivered, all such further acts, documents, and things as Thirty Days Project may reasonably require from time to time for the purpose of giving effect to these TOS, including regularly reviewing the TOS and updating your registration information.

Language. The parties hereto have agreed that this Agreement and any of its accessories, including notice, be written in the English language. Les parties aux présentes ont exigé que ce contrat et ses accessoires, y compris tout avis, soient rédigés en anglais.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

27. VIOLATIONS

Please report any violations of the TOS to Thirty Days Project Administrators.