

ADWIT-EXPRESS USER AGREEMENT

The Adwit-express user agreement (the "Agreement") determine the legal relationship between you ("User") on the one hand and Etineria Inc. ("Etineria"), on the other. This Agreement govern the rental and use of the online advertising managers Adwit-express (the "Ad server") offered by Etineria which owns the entire property. Be sure to carefully read and understand all of the rights and restrictions of this Agreement before opening an account. Opening an account indicates that you accept this Agreement. In the event you do not agree to be bound by this Agreement, we thank you not to open the account.

PREAMBLE

Etineria offers the use of online Ad server hosted by Etineria. This Ad server lets the User manage and optimize advertising campaigns (the "Campaigns") on the Websites of the User. The User can manage their own campaigns and those of external advertising programs. Etineria does not pay Users for ads displayed through the Ad server: Adwit-express is a tool that lets the User simplify advertising management and optimize the performance of the providers of advertising Campaigns (i.e.: affiliation programs, ad network, ...), by which the User is remunerated. The order of display is determined by an optimization system based on the effectiveness of each ad in each media space (advertisement display zone). The ads may appear in the form of graphic banners, text links or In-text links (contextual display technology in the text content of a web page).

Etineria allows the User to access, via the Internet, the Ad server hosted by Etineria and use it in compliance with the provisions of this contract. The User wishes to benefit from such access and use the Ad server under the conditions defined below.

As used herein, the terms "you" and "your" mean User of the Ad server and the terms "we" and "our" refer to Etineria.

These preambles are part of the Agreement. The Adwit-express.com Terms of use (<http://www.adwit-express.com/terms.pdf>) are also incorporated to the Agreement, in the event they are not incompatible or inconsistent with the Agreement.

ARTICLE 1 - SERVICES

The Agreement govern the provision of a hosted Ad server for which Etineria grants the User a right of use. This Agreement is intended to provide an online ad manager application that the user must rent when the amount of advertising monthly queries exceeds (100,000,000) one hundred million.

They include:

- Rights granted to the User by Etineria,
- Conditions of access and use of the Ad server by the User.

Etineria approves the User who agrees to:

- A right of access to the Ad server under the conditions defined below;
- The right to use the Ad server under the conditions defined below.

Etineria provides the rights of access and use referred to above to the User on a non-exclusive and non-

transferable basis.

ARTICLE 2 - ACCESS TO ONLINE SOFTWARE

Right of access

Etineria grants the User right of access to the Ad server via the Internet.

The User shall be solely responsible for the use of this right of access.

Upon registration of the User, which includes the approval of this Agreement, the User will be able to connect at any time.

The service may occasionally be interrupted by breakdowns or temporarily suspended for maintenance necessary for proper functioning of the servers.

In case of act of god or, more generally, the occurrence of an event outside Etineria control, the latter cannot in any way be held liable for the consequences of the interruption or suspension of service for maintenance.

Identification and Ad server access

The User identification is done through:

- His email address,
- A password chosen by the User.

The User will use the identifiers chosen during registration.

The User may change his password at any time through the management interface of the User.

User agrees that connecting to its account with its identifiers is proof of identity and has the value of an electronic signature.

The Communication protocols used are and remain those in use over the Internet.

The identifiers aim to restrict Ad server access to the User, to protect the integrity and availability of the Ad server and the integrity, availability and confidentiality of Ad server data transmitted by the User.

Privacy Login

The identifiers are confidential and personal to the User. They may be changed by the User or by Etineria.

The User is solely responsible for the use of its identifiers.

The User undertakes to make every effort to keep its identifiers confidential, and does not disclose them in any form whatsoever. By disclosing identifiers, the user is liable for any use of its account by third parties.

In case of loss or theft of identifiers, the User must choose a new password.

Proof of access

Each party agrees that the use of the User's account by anyone is proof of acceptance of resulting queries and ad impressions.

ARTICLE 3 - RIGHT OF USE OF AD SERVER

Etineria grants the User the right to use the Ad server, subject to limits defined in the Agreement.

Right of use, terms, conditions

The rights specified above are granted to the User who shall, without limit of time after using the Ad server, inform Etineria of any unauthorized use of the Ad server brought to its attention or any use contrary to provisions of this Agreement regardless of the procedure of the attempted illegal use.

Proof of use

Access to the User account by himself or any third party through User's identifiers, or any queries to Etineria's servers from User's script, prove the use of the Ad server by the User.

Obligations

By using the Ad server you guarantee that:

- All information submitted to Etineria are accurate and complete;
- No URLs submitted through adding of campaigns, nor any Websites using the Ad server scripts shall involve:
 - o hate propaganda or material that encourages or promotes illegal activities or violence;
 - o content that infringes the current law or any section of property rights, including but not limited to copyrights, trademark rights, patents, or any other section of law pertaining to intellectual property, contracts, rights of privacy or advertising law;
 - o threatening content, abusive, harassing, defamatory, obscene, profane or otherwise objectionable, offensive, or harmful, or any other content that Etineria, at its sole discretion, deems inappropriate.

Support

The User has access to online support in the help section of the Ad server or by writing to support@adwit-express.com.

The User declares and acknowledges the technical specifications and features of the Ad server and it has sufficient expertise to use it in the best conditions.

ARTICLE 4 - OBLIGATIONS OF THE USER

The User shall not allow any third party to use the Ad server.

The User agrees not to reproduce, copy, in whole or in part, the Ad server including programming code hosted and provided by Etineria, who retains full ownership of it. The User also agrees not to translate or transcribe the programming code, utilities, or other parts of the Ad server in another language, or adapted for use not in

accordance with their specification.

The User agrees not to use the graphics and audio from the Ad server.

The User agrees not to use the graphics and audio of the ad server outside their use in the Ad Server.

In case of non-compliance by the User of the obligations under Articles 2, 3 and 4, Etineria reserves the right to suspend the User access to the Ad server.

ARTICLE 5 - ETINERIA OBLIGATIONS

Etineria undertakes to implement the necessary means to ensure the permanence, continuity and quality of services it offers.

Etineria committed to providing the most efficient service possible to the User, in the state of current technological knowledge.

Etineria agrees to provide the User with the latest version of the Ad server.

Etineria undertakes to act promptly in case where server failure renders the use of the Ad server impossible.

ARTICLE 6 - FEES

6.1 SETUP FEES

No setup cost will be charged by Etineria.

6.2 USER COSTS

There is no charge for using the Ad server up to one hundred million (100,000,000) monthly queries (amount equivalent to one hundred million banner ad impressions).

If the User thinks he will exceed one hundred million (100,000,000) monthly queries, he must inform Etineria, who will change the User's account type and determine the amount to be billed to the User based on the number of monthly additional queries needed. In no event shall the amount billed to the User because of these changes exceed three cents (\$0.03) per thousand queries.

Etineria may decide, in its sole discretion, to change the threshold number of queries at which the User account must be changed and the maximum amount to be billed to the User for every thousand queries. Any changes will be posted on the Adwit-express Website, and incorporated into this Agreement. Any such changes to the Agreement will become effective within thirty (30) days from the date of the Agreement's amendment.

6.3 OTHER

Cost of Internet access to login and use the Ad server remain the responsibility of the User.

ARTICLE 7 - RISK ACCEPTANCE AND LIMITATION OF LIABILITY

Risk acceptance

Etineria strives for secure access and use of the Ad server, by considering protocols in accordance with Internet use.

The User asserts that he has examined the adequacy of the Ad server for his needs, has skills to properly use the Ad server, and will not need training for that purpose.

The User acknowledges receipt from Etineria of all necessary information to assess the adequacy of the Ad server to its needs and will take all necessary precautions for its use.

Finally, User accepts all characteristics, risks and limitations of the Internet and acknowledges:

- he is solely responsible for his use of the Ad server;
- Etineria cannot be held, due to an express or tacit obligation, as liable to User, for any direct or indirect damage ensuing from results that are not accurate, relevant, comprehensive, timely, reliable and/or adapted for a particular purpose;
- Etineria cannot be held, due to an express or tacit obligation, as liable to User, for any direct or indirect damage resulting from the use of the Ad server;
- That the Internet presents risks and imperfections, which lead to temporary lack of technical performance, higher response times when using the Ad server, even to a temporary unavailability of servers;
- That communication by the User of its identifiers or generally of any information deemed confidential is made under his own responsibility;
- It is the responsibility of the User to take all necessary measures to ensure that the technical characteristics of its own hardware enable use of the Ad server.

Limitation of liability

NEITHER ETINERIA, ITS LICENSORS, OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, EMPLOYEES, SUCCESSORS, ASSIGNEES AND AFFILIATES SHALL BE LIABLE FOR ANY LOSS, COSTS, DAMAGE OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES) INCURRED BY THE USER IN CONNECTION WITH THIS AGREEMENT OR INCURRED BY USER AS A RESULT OF ANY SERVICES PROVIDED BY ETINERIA INCLUDING AND WITHOUT LIMITATION, FAILURE OF PERFORMANCE, UNAVAILABILITY OF THE AD SERVER REGARDLESS OF DURATION, CONTENT OF ANY WEB SITES OR PAGES OR ADVERTISEMENTS, COMPUTER ERROR, INABILITY TO STORE, LOSS, DESTRUCTION OF USER DATA, DESTRUCTION OF THIRD PARTY DATA, DESTRUCTION OR UNTIMELY DELIVERY OF TRANSMISSIONS OR DATA, COMPUTER VIRUSES, DESTRUCTION OR UNAUTHORIZED USE OR ACCESS TO THE AD SERVER, ACCOUNTS OR RECORDS, OR OTHER INJURY, DAMAGE OR DISRUPTION TO USER, EVEN IF ETINERIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ETINERIA WILL NOT BE RESPONSIBLE FOR ANY ACTS, ERRORS, OR OMISSIONS OF ANY THIRD PARTY.

NEITHER ETINERIA, ITS LICENSORS, OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, EMPLOYEES, SUCCESSORS, ASSIGNEES AND AFFILIATES SHALL BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGE, OF ANY KIND (INCLUDING LOST PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY FOR ACTS OF NEGLIGENCE, AND FOR ANY PECUNIARY OR OTHER LOSS ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE AD SERVER OR TO BENEFIT FROM THE SUPPORT OR MAINTENANCE, OR THE PROVISION OR FAILURE TO PROVIDE SERVICES FOR

MAINTENANCE, OR EXECUTION OF OBLIGATIONS PROVIDED BY THIS AGREEMENT, EVEN IF ETINERIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 8 - INDEMNIFICATION

The user is solely responsible for any liability arising from or related to the use of the Ad server. The User agrees to indemnify and defend Etineria, its licensors, officers, directors, agents, subsidiaries, employees, successors and assignees against any and all claims or other proceedings brought against them based on or arising directly or indirectly from the use of the Ad server, including but not limited to claims for infringement of any intellectual property right of any third party, defamation, violation of any law or regulation, or claims resulting from User's breach of this Agreement. User will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Etineria, its licensors, officers, directors, agents, subsidiaries, employees, successors and assigns in connection with or arising from any such claim or proceeding.

ARTICLE 9 - REVIEW

Etineria reserves the right to modify, suspend, withdraw or discontinue, temporarily or permanently, some elements of the Ad server at any time without warning. You acknowledge that Etineria cannot be liable to you or any third party for any modification, suspension, withdrawal or cancellation of the Ad server. Etineria may, at any time, revise this Agreement by updating this page. By using the Ad server, you agree to be bound by any such revisions and you agree to visit this page regularly to ensure you always agree with this Agreement.

ARTICLE 10 - SUSPENSION

The User agrees that Etineria may, in its sole discretion, terminate or limit your ability to use or access the Ad server (in whole or in part) for any reason, including without limitation, if Etineria believes you have not complied with the letter or spirit of this Agreement.

ARTICLE 11 - OWNERSHIP: PROHIBITION OF ASSIGNMENT AND SUB-LICENSE

Property

This Agreement do not grant you any rights of ownership on the Ad server, which remains the full property of Etineria. The temporary disposal of the Ad server as provided in this document should not be construed as creating, conveying, transferring, granting or conferring upon the User any intellectual property rights. The User will mention, if necessary, any references to property rights in the documents where he would report use of the Ad server.

Prohibition of Assignment and sublicensing

The User may not assign, sublicense or otherwise encumber this Agreement and the rights granted herein, without the prior written consent of Etineria. Any sublicense, assignment or encumbrance in derogation of the foregoing shall be null and void.

Prohibition of reproduction and adaptation

The User agrees not to reproduce any part of the Ad server, by any means whatsoever, in any form whatsoever and on any medium whatsoever.

ARTICLE 12 - TREATMENT OF PRIVACY DATA

Data concerning the User may be subject to an automated process by Etineria.

Pursuant to practice for automated processing of personal data for which it is responsible, Etineria is committed to:

- Process only data that is fairly and lawfully collected;
- Process the data collected within the specific, explicit and legitimate purposes of the framework;
- Treat only data that is relevant and not excessive in relation to the purpose. Etineria must also treat only accurate and complete data;
- Retain data for the time necessary to achieve the purposes;
- Take all precautions to preserve data security and in particular to prevent it from being distorted, damaged or communicated to third parties not involved.

At the request of the judicial authority, Etineria will be required to provide this data without infringing the rights of persons affected by these data, and without putting into question the responsibility of the User.

Your email address will not be shared with, sold to, or accessible by any third party. As a client of Etineria, your email address is used only for communications between you and Etineria, including technical support, welcome message, lost password recover, newsletters, notices about updates and scheduled maintenances. Any invalid email address will result in the termination of your account and service with Etineria.

ARTICLE 13 - APPLICABLE LAW

This Agreement is subject to Canadian law in the jurisdiction of Quebec, to the exclusion of any other legislation.

SECTION 14 - QUESTIONS

If you have questions about this Agreement, you may contact us at <http://www.adwit-express.com/public/contact>.

This Agreement was revised January 6, 2011.

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