

BIQUBE SOFTWARE, INC. WEBSITE TERMS OF SERVICE

biQube, Inc. ("biQube") provides use of its www.biQube.com and other related websites and its BiQube online service (collectively, "Service(s)") 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://www.biQube.com/tos>. In addition, when using particular BiQube owned or operated Services, you and BiQube shall be subject to any posted guidelines, rules or terms applicable to such Services, which may be posted from time to time. All such guidelines, rules or terms are hereby incorporated by reference into the TOS. BiQube may also offer other services that are governed by different Terms of Service.

THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND BIQUBE AND GOVERNS YOUR USE OF THE SERVICES. BY USING THE SERVICES YOU ARE INDICATING THAT YOU HAVE READ AND AGREE TO THESE TOS AND BIQUBE'S PRIVACY POLICY ("PRIVACY POLICY"), LOCATED AT <http://www.biQube.com/privacy> AND END USER LICENSE AGREEMENT ("EULA"), LOCATED AT <http://www.biQube.com/files/eula.pdf>, AND ANY OTHER RELATED TERMS AND CONDITIONS LOCATED ON THE WEB SITES OF BIQUBE, ALL OF WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. IF YOU DO NOT AGREE TO THESE TOS, PLEASE DO NOT USE THE SERVICES. In the event any of the terms of this TOS conflict with the Privacy Policy or EULA, the terms of the applicable EULA or Privacy Policy shall govern as to the conflicting terms. If you have any questions regarding these terms and conditions, please contact customer service at customerservice@biQube.com.

DESCRIPTION OF SERVICE

You understand and agree that the Service may include certain communications from BiQube, such as service announcements and administrative messages, and that you may not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new BiQube properties, shall be subject to these or other applicable TOS. You also understand and acknowledge that BiQube may modify, terminate, suspend, or otherwise adjust any and all functions, features, options, utilities, tools or other aspects of the Service at any time without prior notice to you. You understand and agree that the Service is provided "AS-IS" and that BiQube assumes no responsibility for, among other things, availability, timeliness, deletion, failure to store any user data or communications or personalization settings, or changes to the Service BiQube may make from time to time. 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). In addition, you must provide and are responsible for all equipment necessary to access the Service.

The Service is offered for your non-commercial use, except for the Limited Commercial Use permitted below and as may be otherwise expressly permitted. Accordingly, except where otherwise stated, you agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, the Service or any portion thereof (including, but not limited to any Content or your biQube ID), use of the Service, or access to the Service. For purposes of the biQube Public portion of the Service, if you using the BiQube Public service for the benefit of, or as an authorized representative for, an entity, organization,

co-op, or other business, you may do so, provided that the use: (a) is by your associated entity, (b) does not exceed, in aggregate, the use allowed to an individual, non-entity account holder as provided hereunder, (c) is for a limited time and purpose, (d) does not include a charge for access or use by a third party, and (e) is subject to all other terms and conditions in these TOS. ("Limited Commercial Use").

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 under the laws of the United States or other applicable jurisdiction. In order to access or use certain Services, you may be required to provide certain information about yourself ("Registration Data") as part of the registration process for the Service, or as part of your continued use of the Services. You also agree to: (a) provide true, accurate, current and complete Registration Data as prompted or requested by the Service 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 BiQube has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, BiQube has the right to suspend or terminate your account, prevent your access to any or all portion of the Services and or Content (or other users' access to your Content) and refuse any and all current or future use of the Service (or any portion thereof) or Content. You certify that you are at least 18 years old; if you are not, you may not register for or use the Service.

ACCOUNT, PASSWORD AND SECURITY

As part of your use of the Service, you may receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to: (a) immediately notify BiQube of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. BiQube cannot and will not be liable for any loss or damage arising from your failure to properly safeguard your account or password. You have sole responsibility for adequate protection and backup of Content of any type that you upload to, download from or otherwise create or use with, the Service, and/or equipment you use in connection with the Service.

YOUR USE OF THE SERVICE

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that except any Software provided to you by BiQube under terms of an applicable EULA ("BiQube Software"), you, and not BiQube, are entirely responsible for all Content that you upload, download, post, email, transmit or otherwise make available or use via the Service. BiQube does not control the Content posted by you or other third parties 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 BiQube be liable in any way for any Content (except BiQube Software), including, but not limited to, any errors or omissions in any Content, or

any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service. The Service is provided for informational purposes only. BiQube and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service.

You agree to not use the Service to:

- a. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a BiQube official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- e. upload, post, email, transmit or otherwise make available any Content that you do not solely have the right to make available under applicable 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);
- f. 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 or use, modify or combine the Content in any manner, with any other material, in any fashion that infringes or impinges the Rights of any party;
- g. 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 solicitation, except in those areas of the Service that are specially and specifically designated for such purpose;
- h. 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;
- i. 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;
- j. 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;
- k. intentionally or unintentionally violate any applicable local, state, national or international law, and any regulations having the force of law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ;
- l. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
- m. "stalk" or otherwise harass another; and/or

n. collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs a through m above.

You acknowledge that BiQube may or may not pre-screen Content, but that BiQube and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, remove, prevent or restrict access to any or all Content that is available via the Service without further notice. Without limiting the foregoing, BiQube and its designees shall have the right to remove or prevent access to any or all Content that violates (or is alleged to violate) the TOS or is otherwise objectionable, or for any other reason. 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 the Content is made available to you without any warranties by BiQube of any kind, and that you may not rely on any Content created by BiQube or submitted to BiQube or provided by the Service.

You acknowledge, consent and agree that BiQube may access, preserve and disclose your account information and Content if required to do so by law or in a 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 BiQube, 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, BiQube Software and any other software embodied within the Service may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by BiQube and/or content providers who provide such materials to the Service. You may not attempt to override or circumvent any digital rights management technology or 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.

CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE

BiQube 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 to BiQube and all users of the Service a worldwide, royalty-free and non-exclusive, 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. Additionally, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Services, you represent and warrant that: (a) you have the right to grant such license and make such Content available to BiQube and its licensees, including users of the Service; (b) none of the Content you provide contains any data or information that is confidential, non-public, owned by or

otherwise proprietary to a third party, not in the public domain or otherwise restricted or protected from use by any individual, entity or other party for any use by a third party; and (c) neither the delivery to nor use by BiQube or its licensees, including users of the Service, of such content shall violate or infringe the rights of any third party.

If you believe that any Content or other material provided through the Service, including through a link, infringes your copyright, you should notify BiQube of your infringement claim in accordance with the procedure set forth below. We will process each notice of alleged infringement which BiQube receives and take appropriate action in accordance with applicable intellectual property and other laws. A notification of claimed copyright infringement should be emailed to BiQube's Copyright Agent at legal@biQube.com (subject line: "DMCA Notification"). You may also contact us by mail or email at: Attention: Legal Affairs, BiQube Inc., 3850 Jean Talon West, #139, Montreal, Quebec, H3R 2G8, email: legal@biqube.com. To be effective, the notification must be in writing and contain the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the material that you claim is infringing is located on the Service that is reasonably sufficient to enable BiQube to identify and locate the material; (d) how BiQube can contact you, such as your address, telephone number, and email address; (e) a written 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 (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Emails sent to legal@biQube.com for purposes other than communication about copyright or other infringement as provided in this paragraph may not be answered.

CONTRIBUTIONS TO BIQUBE

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to BiQube through its suggestion or feedback web pages or otherwise, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) BiQube is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) BiQube 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) BiQube may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of BiQube without any obligation of BiQube to you; and (f) you are not entitled to any compensation or reimbursement of any kind from BiQube under any circumstances.

USE AND STORAGE

You acknowledge that BiQube may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that Content will be retained by the Service, the maximum size of any or all Content files, the maximum disk space that will be allotted on BiQube'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, and/or any other condition of the Service. You agree that BiQube has no responsibility or liability for the deletion or failure to store any Content, messages and

other communications or other materials or Content maintained or transmitted by the Service. You acknowledge that BiQube reserves the right, for any reason and without further notice, to log off, suspend, terminate or otherwise restrict or prohibit access to any and all Content or materials, and any and all accounts that are inactive for an extended period of time or for any other reason. You further acknowledge that BiQube reserves the right to modify these general practices and limits from time to time without prior notice.

MODIFICATIONS TO SERVICE

BiQube reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You also understand and acknowledge that BiQube may modify, terminate, suspend, or otherwise adjust any and all functions, features, options, utilities, tools or other aspects of the Service at any time without prior notice to you. You agree that BiQube shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service, any of its features, functions or other aspects. You acknowledge that the Service is or may be provided, as identified to you on the applicable Service-related web page, with or without cost, on a trial, demo, beta or other basis, and that BiQube may change, at any time, the conditions of your accessibility to the Service.

TERMINATION

You agree that BiQube may, under certain circumstances and without prior notice, immediately terminate your BiQube account, any associated email address, and access to the Service and/or any and all Content or materials. Cause for such termination shall include, but not be limited to: (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Services. Termination of your BiQube account includes: (a) removal of access to all offerings within the Service, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of the Service. Further, you agree that all terminations shall be made in BiQube's sole discretion and that BiQube shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Service or Content.

LINKS

The Service may provide, or third parties may provide, links to other web sites or resources. Because BiQube has no control over such sites and resources, you acknowledge and agree that BiQube 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 BiQube shall not be 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.

CHARGED OFFERINGS AND FEES

The Service may be available to you with or without charge. Access to certain features, functions, and/or full or partial portions of the Service may require payment. You may also be provided “trial”, “demo”, “beta” or other limited-functionality or limited-access versions of the Service and/or its parts with or without charge. In addition to any fees required to access certain features, capabilities, functions or services offered through or by the Service (“Charged Offerings”), you are responsible for paying all applicable taxes (including, but not limited to those we are not required to collect) and for all third party hardware, software, service and/or other costs you may incur in order to access the Service and your account. Neither these TOS nor your account entitle you to any subsequent releases of the Services, nor to any for-pay features, products, capabilities, features, upgrades or services offered, distributed or made available through the Service without paying applicable charges or except as otherwise expressly and explicitly provided by BiQube. All or some of the Service may need to be downloaded to your computer and/or accessed online. You must have authorized and separate Service access for each account you wish it to be enabled for and, where applicable, you must download and install any necessary software on each machine on which you wish to use and access the Service. You understand that we may modify, update or otherwise enhance the Service or any part thereof at any time and in doing so incur no obligation to furnish such changes or updates to you pursuant to these TOS (regardless if for free or payment). Installation, access to and use of Charged Offerings provided or distributed through or with the Service are subject to your payment of the applicable fees (“Fees”) and other terms of this TOS.

Any applicable Fees and billing procedures for the Charged Offerings may be found at www.biQube.com (“Payment Terms”), which are incorporated herein by this reference and are subject to change at any time without prior notice to you. All Fees are in U.S. dollars unless specifically identified otherwise. All Fees are non-refundable. Upon your acceptance of these TOS and/or the access, download or use of the Services (or any of its components), you hereby acknowledge and agree that BiQube has the unqualified right, and you hereby authorize BiQube, to automatically charge your credit card (or other authorized payment method) the applicable sales price, subscription, account fee and/or other Fees as applicable, as identified in the Payment Terms, plus any applicable taxes and other surcharges BiQube is required to collect (if any). Thereafter, each time your subscription or account comes up for renewal, or other payment is due by you under the Payment Terms, you hereby acknowledge and agree that BiQube has the unqualified right, and hereby authorize BiQube, to automatically charge your credit card (or other authorized payment method) the applicable then-current renewal rate (or other due amount) plus any applicable taxes BiQube is required to collect (if any) and any other applicable Fees. If BiQube does not receive timely payment (as provided in the applicable Payment Terms) and/or is unable to process your credit card (or other authorized payment method) by or at time payment is due (“Payment Failure”) for the full amount of the Fees due, your right(s) to access and otherwise use the Service and/or applicable portions thereof immediately terminate(s), and may remain terminated unless or until the proper payment is made and accepted by BiQube. Additionally, upon Payment Failure, BiQube may, in its sole discretion, terminate your account without prior notice.

Converting an account and/or specific Service version or offering, including but not limited to trial or limited functionality rights offerings, to an enhanced account and/or fee-based version of the Service or

other paid account, version or other Charged Offering may result in the loss of access to the information or other data associated with your use of the free or non-paid version of the Service.

You may terminate your account at any time. You will not receive full or partial refunds for subscription periods that you have purchased. Terminating a subscription for one Charged Offering does not necessarily terminate right(s) you may have for another Charged Offering, other portion of the Service, software or other offerings from BiQube.

BIQUBE'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service, BiQube Software and any other necessary software provided in connection with the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained or information presented to you through the Service is or may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or authorized by BiQube, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the BiQube Software or other software or materials, in whole or in part.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND BIQUBE AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT; (B) BIQUBE AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE 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 OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED; (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL; AND (D) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BIQUBE OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

You understand that the Service may evolve over time and, accordingly, you may need to upgrade your computer hardware, software and/or system (or obtain a new system) to use the Service or access or use the Content or other materials therein. Depending on your particular computer system, or other factors,

your experience using and interacting with the Service may change or vary. BiQube makes no warranties with respect to your system's particular performance or capabilities with respect to the Service, software, Content or other materials provided hereunder. You also understand and acknowledge that BiQube may modify, terminate, suspend, or otherwise adjust any and all functions, features, options, utilities, tools or other aspects of the Service at any time without prior notice to you and without liability of any kind whatsoever to you or any third party.

LIMITATION OF LIABILITY AND INDEMNIFICATION

YOU EXPRESSLY UNDERSTAND AND AGREE THAT BIQUBE AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU 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 BIQUBE 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 OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH, FROM OR AS A RESULT OF 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. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

You agree to indemnify and hold BiQube and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (a) Content you submit, post, transmit or otherwise make available through the Service, your use of the Service; or (b) your connection to the Service, your violation of the TOS, or your violation of any rights of another.

TRADEMARKS

BIQUBE, the BiQube Logo, and other BiQube logos and product and service names are or may be trademarks of BiQube (the "BiQube Marks"). Without BiQube's prior written permission, and except as solely enabled by any link as provided by BiQube, you agree not to display or use in any manner the BiQube Marks.

GENERAL

The TOS constitutes the entire agreement between you and BiQube concerning your use of the Service, superseding any prior agreements between you and BiQube with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other BiQube services, affiliate services, third-party content or third-party software. The TOS and the relationship between you and BiQube shall be governed by the laws of Montreal, Quebec without regard to its conflict

of law provisions. You and BiQube agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California. The failure of BiQube 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 endeavor 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. The section titles in the TOS are for convenience only and have no legal or contractual effect.

Last Updated: October 17, 2010