

**GEMACO SALES LTD.
WEBSITE USE AGREEMENT**

THIS VERSION IN EFFECT SINCE MARCH, 2008

1. Your Acceptance of this Agreement

This is an Agreement between you and Gemaco Sales Ltd. regarding your use of the Gemaco Sales Ltd. website and its content (collectively the “**Website**”). Each time you use the Website you signify your acceptance and agreement, and the acceptance and agreement of any person you purport to represent (and for purposes of this Agreement, “**person**” includes natural persons and any type of incorporated or unincorporated entity), without limitation or qualification, to be bound by this Agreement, and you represent and warrant that you have the legal authority to agree to and accept this Agreement on behalf of yourself and any person you purport to represent.

2. Permitted Users and Access

The Website may be used only by persons who are at least 19 years old and can form legally binding contracts under applicable law. The Website may not be used by persons in jurisdictions where access to or use of the Website or any part of it may be illegal or prohibited.

3. Disclaimer and Liability Exclusion

GEMACO SALES LTD. DOES NOT ACCEPT ANY LIABILITY FOR YOUR USE OF THE WEBSITE. YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND INCLUDING WITHOUT LIMITATION IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, DURABILITY, AVAILABILITY, TIMELINESS, ACCURACY, OR COMPLETENESS, ALL OF WHICH ARE HEREBY DISCLAIMED BY GEMACO SALES LTD. TO THE FULLEST EXTENT PERMITTED BY LAW. GEMACO SALES LTD., WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS OR DAMAGE ARISING FROM, CONNECTED WITH, OR RELATING TO THE USE OF THE WEBSITE BY YOU OR ANY OTHER PERSON.

The exclusion of certain warranties and the exclusion or limitation of certain liabilities is prohibited by law in some jurisdictions. Such limitations may apply to you.

4. Personal Information Privacy

Gemaco Sales Ltd. collect, use and disclose your personal information in accordance with the *Gemaco Sales Ltd. Website Privacy Policy* which is available by clicking *here* and which may be changed from time to time by Gemaco Sales Ltd. in their absolute discretion without any notice or liability to you or any other person by posting an amended *Policy* on the Website. By accepting this Agreement, and each time you use the Website, you consent to the collection, use and disclosure of your personal information by Gemaco Sales Ltd. in accordance with the *Policy* as it then reads.

5. No Transactions or Advice

The Website is for convenience and informational purposes only. The Website is not intended to be a comprehensive or detailed statement concerning the matters addressed; any kind of advice; or an offer to sell or buy any product or service.

6. Ownership and Permitted Use of the Website

Copyright © Gemaco Sales Ltd. All Rights Reserved. The Website, including all of its content (including all text, data, graphics, video, audio, images, icons, software, designs, applications and other elements available on or through the Website), is the property of Gemaco Sales Ltd. and others, and is protected by Canadian and international copyright, trademark, and other laws. Your use of the Website does not transfer to you any ownership or other rights in the Website or its content.

The Website is made available to you for your lawful, personal, non-commercial use only. You may print or download Website pages for your personal, non-commercial use provided that you do not modify any of the Website pages or other content and you do not remove or alter any visible or non-visible identification, marks, notices, or disclaimers. You may not use the Website or its content for any other purpose or in any other way. In particular, the Website and its content may not be copied, imitated, reproduced, republished, uploaded, posted, transmitted, modified, indexed, catalogued, mirrored or distributed in any way, in whole or in part, without the express prior written consent of Gemaco Sales Ltd.

7. Trade-mark Information

GEMACO SALES logo and trade names owned or licensed by Gemaco Sales Ltd. Other product and company names and logos appearing on the Website may be registered or unregistered trademarks, service marks, trade names and logos of their respective owners. Any use of the trademarks, service marks, trade names or logos displayed on the Website (collectively “**Marks**”), except as expressly provided in this Agreement, is strictly prohibited. Nothing appearing on the Website or elsewhere will be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any Marks.

8. Other Sites

For your convenience, the Website may include links to other Internet sites or resources and businesses operated by other persons (collectively “**Other Sites**”). Other Sites are independent from Gemaco Sales Ltd., and Gemaco Sales Ltd. has no responsibility or liability for or control over Other Sites, their business, goods, services, or content. Your use of Other Sites and your dealings with the owners or operators of Other Sites is at your own risk, and you will not make any claim against Gemaco Sales Ltd., arising from, connected with, or relating to your use of Other Sites or your dealings with the owners or operators of Other Sites. As between you and Gemaco Sales Ltd., the provisions of this Agreement under the section headed Disclaimer and Liability Exclusion apply, with all necessary modifications, to your access to and use of any Other Sites and their business, goods, services and content.

9. No Linking, Framing, Mirroring, Scraping, and Data-Mining

Links to the Website without the express written permission of Gemaco Sales Ltd. are strictly prohibited. The framing, mirroring, scraping or data-mining of the Website or any of its content in any form and by any method is strictly prohibited.

10. Postings and Unsolicited Submissions

You may not use any collaborative browsing or display technologies in connection with your use of the Website or to post comments, communications, or any other data of any kind to or on the Website with the intention that such postings may be viewed by other users of the Website.

If you send Submissions to Gemaco Sales Ltd. or the Website you automatically grant (or warrant that the owner of the Submissions grants) to Gemaco Sales Ltd. and their assigns a perpetual, royalty-free, irrevocable, unrestricted, non-exclusive, world-wide, assignable, sub-licensable, right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and otherwise exploit the Submissions or any ideas, concepts, know-how or techniques associated with the Submissions for any purpose whatsoever, commercial or otherwise, using any form, media or technology now known or later developed, without providing

compensation to you or any other person, without any liability whatsoever, and free from any obligation of confidence or other duties on the part of Gemaco Sales Ltd. or their assigns, and you agree, represent and warrant that all moral rights in the Submissions are waived in favour of Gemaco Sales Ltd. and their assigns.

11. Termination of this Agreement and the Website

If you breach any provision of this Agreement, you may no longer use the Website. Gemaco Sales Ltd. may, at any time and for any reason and in their absolute discretion, change, suspend or terminate, temporarily or permanently, the Website or any part of it, or your permission to use the Website, without any prior notice or liability to you or any other person. If this Agreement or your permission to use the Website is terminated by you, Gemaco Sales Ltd. for any reason, then: (a) this Agreement will nevertheless continue to apply and be binding upon you in respect of your prior use of the Website; and (b) IRM and MGI may continue to use and disclose your personal information in accordance with the *Gemaco Sales Ltd. Website Privacy Policy* as amended from time to time. Sections 3, 4, 6, 7, 8, 9, 10, 11, 12, and 14 of this Agreement survive indefinitely after the termination of this Agreement.

12. Governing Law and Dispute Resolution

The Website is controlled by Gemaco Sales Ltd from Kelowna, British Columbia. This Agreement and all related matters are governed solely by the laws of British Columbia, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws. Any dispute between Gemaco Sales Ltd. and you or any other person arising from, connected with or relating to the Website, this Agreement, or any related matters (“**Disputes**”) must be resolved before the Courts of British Columbia, Canada, and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those courts in respect of all Disputes. Proceedings regarding Disputes must be commenced in a court of competent jurisdiction in the City of Kelowna, British Columbia, Canada within six (6) months after the Dispute arose, after which time any and all proceedings regarding the Dispute are barred.

13. Changes to this Agreement

Gemaco Sales Ltd. may, in their absolute discretion, change, supplement or amend this Agreement as it relates to your future use of the Website from time to time, for any reason, and without any prior notice or liability to you or any other person by posting an amended Agreement on the Website. You may not change, supplement, or amend this Agreement in any manner.

14. Other Matters

This Agreement, including any changes made to this Agreement from time to time, constitutes the entire agreement between you and Gemaco Sales Ltd. relating to your use of the Website, and supersedes all previous agreements, written, oral or otherwise, between you and Gemaco Sales Ltd. with respect to your use of the Website.

If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed to be severed from the rest of this Agreement and will not affect the validity and enforceability of any remaining provisions.

This Agreement enures to the benefit of and is binding upon each of Gemaco Sales Ltd. and their successors and assigns and related persons, and you and your heirs, executors, administrators, successors, permitted assigns, and personal representatives. You may not assign this Agreement or your rights and obligations under this Agreement without the express prior written consent of Gemaco Sales Ltd., which may be withheld in Gemaco Sales’ absolute discretion. Gemaco Sales Ltd. may assign this Agreement and their respective rights and obligations under this Agreement without your consent.

No consent or waiver by either party to or of any breach or default by the other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or

default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by both parties.

The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. *Les parties conviennent et exigent expressement que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.*