

TERMS OF USE

Introduction. Your use of Translation Network's online translation services platform (the "Service") is available through [www.translationnetwork.ca] (the "Site") and is subject to these terms and conditions. In order to use the Site and Service, you must open an account for the Service at [www.translationnetwork.ca] and accept these terms and conditions (the "Account"). Translation Network reserves the right to update these terms and conditions at any time without notice to you. All subsequent use of the Site and orders you place for the Service are governed by our terms and conditions as then in effect. You may select the particular type of online translation services platform as such are described on the Site. In these terms and conditions, "you" refers to you and any user of the Account. The specific provisions of these terms and conditions which apply to your use of the Service are set forth in Section II below.

I. USE OF ONLINE TRANSLATION SERVICES PLATFORM SITE

1. Your Responsibility for your Content.

(a) You are responsible for uploading your content (the "Content") in the manner described on [www.translationnetwork.ca] and for ensuring that you have all required rights to any Content you provide to Translation Network, either by your ownership of all right, title and interest in and to the Content (including all copyrights and rights of publicity contained therein) or through a valid license or permission from a third party. You also represent to Translation Network that you have obtained any such required consents or licenses.

(b) By uploading any Content, you grant Translation Network a non-exclusive, worldwide, royalty free, fully paid up, transferable, sublicenseable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your Content in connection with providing on your behalf the Services you have selected, in any form, medium or technology now known or later developed.

(c) You agree that Translation Network may preserve your Content and may also disclose your Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process, applicable laws or government requests; (ii) enforce these terms and conditions; (iii) respond to claims that any content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of Translation Network, its users and the public.

(d) You acknowledge that Translation Network is not liable in any way for any content or materials of any third parties included in your 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 any such content. You acknowledge that Translation Network does not pre-screen content, but that Translation Network has the right (but not the obligation) in its sole discretion to refuse or remove any content that is provided to Translation Network. Without limiting the foregoing, Translation Network may remove any content that violates these terms and conditions or is deemed by Translation Network, in its sole discretion, to be 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.

(e) You are solely responsible for creating backup copies of any of your Content.

2. User Conduct.

(a) You are solely responsible for compliance with all laws and regulations that are applicable to your Content and your use of the Site and the Services, including those that apply to (i) export controls, (ii) protected health information and other sensitive information, and (iii) the protection and movement of personal data that may be contained in any Content. If your Content contains any of the information described in Subsections (i), (ii) or (iii) above, then you are solely responsible for determining whether your use of the Site and the Services is suitable and appropriate for such Content.

(b) You acknowledge that Translation Network is a "data processor" as that term is used in the Data Protection Directive (95/46/EC) and that you are the "data controller" as that term is used in the Data Protection Directive (95/46/EC) with respect to any of your Content used in connection with the Site and the Services. You may not use

the Site or the Service if you are barred from accessing or using services pursuant to the U.S. Office of Foreign Assets Control Regulations or the laws of any country and you represent that you are not so barred.

(c) As a condition of your use of the Site and the Services, you agree not to:

(i) Use the Site or the Service in any manner that could damage, disable, interfere with, or overburden Translation Network's equipment or operations;

(ii) Copy modify, create derivative works, reverse engineer, assemble or compile the Site or the Service to determine the source code or any underlying ideas, algorithms, structure or organization or permit any third party to do so;

(iii) Use or access the Site or the Service to build or test a competitive product or service or to make or have made a product using similar ideas, features, functions or graphics of the Site or the Service;

(iv) Disclose the results of any monitoring, benchmarking or competitive analysis of the Site or the Service to any third party;

(v) Configure or use the Site or the Service to gather information in violation of applicable laws and regulations governing privacy and/or personally identifiable and/or financial information;

(vi) Disrupt the normal flow of communication within Translation Network's online operations through the use of automated login or automated scripting programs or otherwise attempt to infiltrate, damage, destroy, delay, interrupt, gain unlawful access or engage in unlawful usage of the Site or the Service; or

(vii) Use the Site or the Service for criminal, tortuous, unlawful, or infringing activity of any kind, or to harass, abuse, or harm another person or entity or attempt to do so.

(d) You agree to supervise and will be responsible for any and all usage of the Site and/or Services under your Account, including any username and/or password associated with the Account. Any use under your Account shall be deemed to constitute use by you and users must comply with these terms and conditions. You also represent and warrant that all information supplied through the Account is and will be true and accurate. You agree that no speculative, false or fraudulent information will be submitted and that the Services and/or this Site will be used only for legitimate and lawful purposes. Where the Account Holder is a business entity, (i) you represent and warrant that you have the authority to bind such entity to these terms and conditions and will indemnify Translation Network in the event such entity disputes your authority to so bind such entity, and (ii) any rights purported to be granted to you under these terms and conditions shall be deemed provided to and exercisable by such business entity and any rights, obligations, protections, limitations, exclusions, warranties or indemnities in favor of Translation Network shall be deemed provided by and enforceable against such business entity.

(e) As an Account Holder, you must keep confidential and not send or disclose your username or password to any person other than Translation Network. You must not store your username or password in any form in any location where either one is capable of being read by any person other than yourself. You must not permit any other person, other than persons having your express written permission and under your personal supervision, to use your username and password to access and use the Services. You accept and assume total responsibility and liability for all aspects of use of the Services by all persons using your username and password.

(f) Translation Network reserves the right to suspend any activity that violates the terms of Section 1.2 above or is disrupting or causing harm to Translation Network's computers, systems or infrastructure or to other parties.

3. User Conduct.

(a) Notwithstanding any other provision of these terms and conditions, Translation Network and its licensors own and retain all intellectual property rights in the Site and the Service, exclusive of your rights to your Content as described in Section 1.3(b) below. "Translation Network" and the Translation Network logo are trademarks of The Translation Group Inc., and they may not be used without its prior written consent.

(b) Translation Network does not claim ownership of any intellectual property right in your Content or in any translation of your Content. All of your Content will remain your sole property (or the property of the party that lawfully licensed it to you) to the full extent provided by law. Subject to the foregoing, you grant to Translation Network a perpetual, non-exclusive, worldwide, irrevocable, royalty-free, fully paid up, transferable, sub-licensable and unrestricted license to: (i) use your Content to provide the Service to you; (ii) capture data relating to your use of the Site and the Service for use in providing, maintaining and improving the Site and the Service; and (iii) use and to permit third parties to use data derived from analysis of your use of the Site and the Service in an aggregated and anonymous manner.

(c) If you provide any suggestions, enhancement requests, recommendations or other feedback to Translation Network relating to the Site and/or the Services, you agree that Translation Network has a perpetual, non-exclusive, irrevocable, royalty-free, fully paid up, unrestricted, worldwide, transferable, sub-licensable license under such intellectual property rights to use, disclose, modify, reproduce, license, distribute, commercialize and otherwise freely exploit all such feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

4. Warranty.

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TRANSLATION NETWORK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TRANSLATION NETWORK MAKES NO WARRANTY THAT (I) THE SITE WILL MEET YOUR REQUIREMENTS, (II) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE.

TRANSLATION NETWORK MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, INTENDED USE, MERCHANTABILITY, OR NON-INFRINGEMENT WITH RESPECT TO THE SITE.

5. DISCLAIMERS AND LIMITATIONS OF LIABILITY.

(a) THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS."THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. YOU ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SITE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR YOUR PURPOSES. TRANSLATION NETWORK AND TRANSLATION NETWORK'S LICENSORS AND SUPPLIERS DO NOT WARRANT THAT USE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT TRANSLATION NETWORK'S SECURITY MEASURES WILL PROTECT AGAINST UNAUTHORIZED ACCESS TO YOUR ACCOUNT.

(b) IN NO EVENT SHALL TRANSLATION NETWORK, OR ITS AFFILIATED COMPANIES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, CONTRACTORS, OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF USE, PROFITS, DATA OR BUSINESS, ARISING IN ANY WAY IN CONNECTION WITH THE SUBJECT MATTER OF THESE TERMS AND CONDITIONS, OR WITH THE SITE, AND REGARDLESS OF THE FORM OF ACTION, EVEN IF TRANSLATION NETWORK OR SUCH OTHER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) IN NO EVENT SHALL TRANSLATION NETWORK, OR ITS AFFILIATED COMPANIES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, CONTRACTORS, OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, LOSSES OR LIABILITIES ARISING IN ANY WAY IN CONNECTION WITH THE SITE, REGARDLESS OF THE FORM OF ACTION, IN AN AMOUNT WHICH IS GREATER THAN \$100.

(d) The disclaimers and limitation of liabilities described in this Section also apply to any third party supplier or licensor. Such third party suppliers or licensors are intended beneficiaries of this Section 1.5 and of any indemnification obligation undertaken by you in Section III.2.

II. USE OF ONLINE TRANSLATION SERVICES PLATFORM

1. Warranty.

(a) Translation Network warrants that the Services will be performed substantially in accordance with the service level and level of quality stated for the Services which you have selected to purchase on the Site.

(b) Translation Network may elect to terminate your use of the Site and the Service and refund any fees paid by you for any non-conforming Service via credit card refund within 7 days of termination, provided that you return to Translation Network any Services received to which a refund relates.

2. Payment.

You agree to pay for the Services via (a) a valid credit card or a PayPal account (or other payment system offered by Translation Network) that you are authorized to use and which will be provided via the payment process on [www.translationnetwork.ca], (b) prepayment of the applicable fees, or (c) if approved by Translation Network, entering a purchase order ("PO") on [www.translationnetwork.ca] that provides for and is subject to payment of all applicable fees within 30 days of date of invoice. Invoices will be delivered upon delivery of the finalized project and will reflect all fees associated with Services procured in order to complete the project. You understand that no Services will commence unless or until either (a) a valid credit card or PayPal account (or other payment system offered by Translation Network) has been submitted and accepted, (b) prepayment has been received, or (c) if permitted, a valid PO has been issued, which is your agreement to pay for any Services ordered under such PO. You are responsible for all taxes associated with Services other than Canadian taxes based on Translation Network's net income resulting from the project. Fees are non-refundable except as provided in Sections II.1(b) and III.1(b). You may transmit orders for Services via the Site and such orders shall be treated as a written binding order for Services if so transmitted by you and agreed to by Translation Network. Translation Network reserves the right to suspend Services if fees are not remitted on a timely basis in accordance with these terms and conditions, or to require prepayment or use of credit cards in the event invoices are not paid within 30 days of the date of invoice.

3. Nature of Translation.

(a) You agree that a translation is of such complexity that it might have inherent differences, and you accept that a perfect translation of a word or sentence might be impossible. Translation Network shall translate specialized terms by their usual and conventional meanings or using appropriate glossaries supplied by you, and otherwise make decisions based on Translation Network standard translation procedures. Technical considerations may dictate variations between original and translated documents. Translation Network will use its judgment in the selection of terminology in a given field.

(b) A translation reflects the quality of the original written material. Where concepts are poorly expressed in the material(s) you provide to Translation Network or through the Site in order for Translation Network to perform the Services ("Source Material(s)"), where the wrong choice of language has been made, where typographical mistakes are present, or where the text is incomplete or factually incorrect, the same inadequacies will appear in the translation. You are responsible for the quality of the Source Material.

4. onDemand File Retention Policy.

Translation Network keeps all project files for 365 days after the completion of the project; after which time Translation Network is no longer responsible for retaining them. Completed project files are returned to you upon completion via electronic means and are then retained by Translation Network for no less than 365 days. At the conclusion of this 365-day time period, Translation Network's responsibility to retain the files ceases. If you have a file-related issue during the 365-day window, then please notify Translation Network.

5. DISCLAIMERS AND LIMITATIONS OF LIABILITY.

(a) EXCEPT AS SPECIFICALLY SET FORTH IN SECTION II.1(a) ABOVE, TRANSLATION NETWORK MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. YOU ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR YOUR PURPOSES. TRANSLATION NETWORK DOES NOT REPRESENT OR WARRANT THAT ANY LOCALIZED DELIVERABLES OR OTHER WORK PRODUCT WILL BE DEVELOPED TO COMPLY WITH ALL APPLICABLE LOCAL LAWS.

(b) IN NO EVENT SHALL TRANSLATION NETWORK, OR ITS AFFILIATED COMPANIES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, CONTRACTORS, OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF USE, PROFITS, DATA OR BUSINESS, ARISING IN ANY WAY IN CONNECTION WITH THE SUBJECT MATTER OF THESE TERMS AND CONDITIONS, OR WITH THE SERVICES, AND REGARDLESS OF THE FORM OF ACTION, EVEN IF

TRANSLATION NETWORK OR SUCH OTHER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) IN NO EVENT SHALL TRANSLATION NETWORK, OR ITS AFFILIATED COMPANIES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, CONTRACTORS, OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, LOSSES OR LIABILITIES ARISING IN ANY WAY IN CONNECTION WITH THE SITE, REGARDLESS OF THE FORM OF ACTION, IN AN AMOUNT WHICH IS GREATER THAN \$100.

(d) YOU ACKNOWLEDGE THAT THE SERVICE MAY NOT TRANSLATE ALL CONTENT AND MAY NOT ACCURATELY TRANSLATE CONTENT.

(e) The disclaimers and limitation of liabilities described in this Section also apply to any third party supplier or licensor. Such third party suppliers or licensors are intended beneficiaries of this Section 1.5 and of any indemnification obligation undertaken by you in Section III.2.

III. GENERAL TERMS

1. Term and Termination

(a) Term. The Term commences on the date you accept these terms and register your account, and/or post your first project.

(b) Termination or Suspension. Translation Network, in its sole discretion, may suspend or terminate your use of the Site and/or the Service if you breach these terms and conditions. Translation Network may also in its sole discretion and at any time discontinue providing the Site and/or the Service, or any part thereof, with or without notice. You agree that Translation Network will not be liable to you or any third-party for any termination of your access to the Site and/or the Service. Translation Network may, in its sole discretion and for any reason, including, but not limited to type, nature and copyright issues of content, complexity, video/audio quality, amount of request or other factors, cancel any order for Services and return payment to you via credit card refund within 7 days of cancellation.

(c) Termination for Convenience. You may terminate your use of the Site and/or the Service at any time for any reason; however, you remain obligated for the full amount of any fees due for any Service ordered and you will not be entitled to a refund, credit or return of any fees paid. Translation Network may terminate your use of the Site and/or the Service at any time and for any reason upon notice to you and may at its discretion, discontinue the Site and/or the Service at any time.

(d) Upon Termination. Upon any termination of your use of the Site and/or the Service all licenses and rights granted hereunder shall terminate. In no event shall any termination relieve you of the obligation to pay any fees payable to Translation Network.

2. Indemnification.

(a) You will defend, indemnify and hold harmless Translation Network and Translation Network's Affiliates and each of their respective officers, directors, employees, licensors and suppliers ("Translation Network Indemnitees") from and against any and all costs (including reasonable attorneys' fees) associated with the defense or settlement of any third party claim and/or damages finally awarded against Translation Network Indemnitees arising out of or related to: (i) your Content; (ii) your use of the Site and/or the Service; or (ii) non-compliance with applicable laws, including privacy laws, relating to your use of the Site and/or the Service.

(b) The indemnification obligations in this Section III.2 are subject to: (i) prompt notification in writing of any claim; (ii) the transfer of sole control of the defense and any related settlement negotiations to you; and (iii) the Translation Network Indemnitees' cooperation (at your expense) in the defense or settlement of such claim with counsel of your own choosing and at your own expense.

3. Miscellaneous.

(a) Notice. If you wish to provide Translation Network with any notices, you must do so by writing to the following email address: info@translationnetwork.ca. Translation Network may provide notices to you by email or by posting on its website related to the Site or the Service.

(b) Agreement to Governing Law and Jurisdiction. Each party agrees that the laws of the Commonwealth of Canada and controlling Canadian federal law shall be the governing law for all matters related to these terms and

conditions without regard to choice or conflicts of law rules, and the parties further agree to the exclusive jurisdiction of the courts situated in Toronto, Ontario.

(c) Injunctive Relief. You acknowledge that money damages would not be a sufficient remedy for any breach of these terms and conditions, and that Translation Network shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach, in addition to all other remedies available to Translation Network at law or equity.

(d) Assignment. This Agreement may not be assigned by you without prior written notice to Translation Network, but may be assigned by Translation Network to (i) a parent or subsidiary, (ii) an acquirer of all or substantially all of Translation Network's assets involved in the operations relevant to this Agreement, or (iii) a successor by merger or other combination. Any purported assignment in violation of this Section will be void. This Agreement may be enforced by and is binding on permitted successors and assigns.

(e) Severability. If any provision of these terms and conditions is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

(f) No Waiver. A failure to enforce any right or provision in these terms and conditions will not constitute a waiver of such right or provision unless acknowledged and agreed to by Translation Network in writing.

(g) 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 Site or the Service or these terms and conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

(h) Force Majeure. Except for your payment obligation, if the performance of these terms and conditions by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, infrastructure of the Internet, act of God or any other causes beyond the control of such party, that party will be excused from such to the extent that it is prevented, hindered or delayed by such causes.

(i) Entire Agreement. These terms and conditions comprise the entire agreement between you and Translation Network and supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.