

General

This agreement represents the complete agreement and understanding between ASC Creative Ltd. (hereinafter called "ASC") and the account holder and supersedes any other written or oral agreement. Upon notice published on-line via www.asccreative.com, ASC may modify these terms and conditions, amplify them, and/or modify the prices, as well as discontinue or change the services offered.

This agreement sets forth the terms and conditions agreed to between you, the Purchaser of Services ("You" or "Purchaser"), and ASC ("We", "Us" or "ASC"). You must agree on this agreement to use the services provided by ASC. Use of the services from ASC constitutes your agreement on all and any terms and conditions of this agreement and other supplemental policies. The terms may change without your prior notice.

Services are offered and subject to the availability of the necessary facilities and equipment, subject to the provisions of this agreement. We reserve the right not to provide one or more Services where necessary facilities, equipment or services are not available for any reason whatsoever.

This Agreement governs your purchase and use, in any manner, of all website design services, and/or website hosting services, including the Shared Hosting Services and the Dedicated Hosting Services, (collectively, the "Services") as described in the Order Form, ordered by you and accepted by ASC Creative Ltd. ("ASC") and describes the terms and conditions that apply to such purchase and use of the Services. For purposes of this Agreement, the Services include the E-Commerce Services. You must register and accept the terms of this Agreement in order to use the Services. BY ACCEPTING THIS AGREEMENT, AND REGISTERING FOR AND USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AS WELL AS ALL POLICIES AND GUIDELINES INCORPORATED BY REFERENCE. ASC reserves the right to change or modify any of the terms and conditions contained in this Agreement, the Addendum and any policy or guideline incorporated by reference at any time and from time to time in its sole discretion, and to determine whether and when any such changes apply to both existing or future customers. Any changes or modification will be effective upon posting of the revisions on the ASC Web site (the "Site"). ASC will post a notice of such changes or modifications to this Agreement or the Addendum on the Site for thirty (30) days. ASC may post changes or modifications to referenced policies and guidelines without notice to you. Your continued use of the Services following ASC's posting of any changes or modifications will constitute your acceptance of such changes or modifications. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCEPT THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF ANY MODIFICATION, DO NOT CONTINUE TO USE THE SERVICES AND IMMEDIATELY NOTIFY ASC OF YOUR TERMINATION OF THIS AGREEMENT IN THE MANNER DESCRIBED IN SECTION 1.2 BELOW.

Terms and Payment for Services

1.1 Term.



This Agreement shall be for an "Initial Term" of either (a) thirty (30) days if you register for our Services, or (b) as otherwise chosen by you in the Order Form, located in writing or on the Site, at the time you register for the Services. This Agreement will be automatically renewed (the "Renewal Term") at the end of the Initial Term for the same period as the Initial Term unless you provide ASC with notice of termination either (a) at least seven (7) days prior to the end of the Initial Term or the Renewal Term, whichever is then applicable, if you registered for and are receiving Services or (b) at least thirty (30) days prior to the end of the Initial Term or Renewal Term, whichever is then applicable, if you registered for and are receiving Services or have pre-paid for an extended period of Services. You must provide ASC with your notice of termination. Upon ASC's receipt of the written notice of cancellation, you will be asked to provide ASC with sufficient customer identification information so that ASC may properly identify you and your account. Any authenticated notice of termination will be effective upon ASC's receipt thereof.

1.2 Termination Policy.

If you terminate your receipt of the Services prior to the end of the Initial Term or the Renewal Term after 30 Days, ASC shall not refund to you any fees paid in advance of such termination and ASC may also charge a twenty-five dollar (\$25.00) processing fee for all cancellations requests when services have been provided for more than 30 days. Notwithstanding the foregoing, if you have pre-paid for an extended period of Services, you are NOT entitled to refund of the remaining months.

1.3 Domain registrations Transfer and Renewal Termination Policy.

If you terminate your domain registrations in any extension or TLD i.e. .CA .COM .NET .ORG .BIZ .INFO and etc. ASC shall not refund to you any fees paid in advance of such termination any fees related to domain name registration or other domain related addon services such as ID protect, Domain forwarding and etc are 100% NON REFUNDABLE under any circumstances.

Domain name renewal is invoiced 30 days ahead of actual renewal date to protect your domain name from being expired and as a result inaccessible, it is also done to protect your domain name to go on suspension and finally released to public if not renewed on time. If you terminate your Domain Renewal Service for any extension or TLD i.e. .CA .COM .NET .ORG .BIZ .INFO and etc. ASC shall not refund to you any fees paid in advance of such termination any fees related to domain name Renewal or other domain related addon services are 100% NON REFUNDABLE under any circumstances.

If you terminate your domain transfer service for any extension or TLD i.e. .CA .COM .NET .ORG .BIZ .INFO and etc. ASC shall not refund to you any fees paid in advance of such termination, domain transfer fees are 100% NON REFUNDABLE under any circumstances.

For cancelling your domain name Registration, Renewal, and/or Transfer You must provide ASC with your notice of termination AT LEAST 60 SIXTY DAYS PRIOR TO DOMAIN RENEWAL DATE. Otherwise you will be charged for the invoiced service which is 100% non refundable as described above. Upon ASC's receipt of the written notice of cancellation, you will be asked to provide ASC with sufficient customer identification information so that ASC may properly identify



you and your account. Any authenticated notice of termination will be effective upon ASC's receipt thereof.

ASC may terminate this Agreement at any time and for any reason by providing to you written notice of termination. If ASC terminates this Agreement, ASC shall decide at its sole discretion if a refund is applicable unless otherwise expressly provided herein.

1.4 Liability and Obligations on Termination.

Should the Agreement expire or be terminated for any reason, ASC will not be liable to you because of such expiration or termination for compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales, goodwill or on account of expenditures, investments, leases or commitments in connection with your business, or for any other direct or indirect reason whatsoever flowing from such termination or expiration. Any termination of this Agreement shall not relieve you of any obligations to pay fees and costs accrued prior to the termination date and any other amounts owed by you to ASC as provided in this Agreement.

1.5 Charges.

You agree to pay for all charges attributable to your use of the Services at the then current ASC prices, which shall be exclusive of any applicable taxes. You shall be responsible for the payment of all federal, province, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the Services, other than taxes based on ASC's net income.

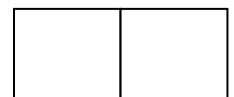
1.6 Payment.

All charges for Services must be paid in advance according to the then current price applicable to the Services. Upon registration you must choose to pay for the Services either by credit card, or pre authorized debit. The choice of paying by invoice will be made solely by ASC, based on criteria that include, but not limited to, your credit worthiness, length in time in business, type of business, and location.

You agree to pay recurring periodic charges by pre-authorized debit ("PAD"). Other amounts will be invoiced, and all invoices are due on receipt. A credit charge of 2% monthly (26.8% per annum compounded) applies to overdue amounts. Client hereby authorizes ASC on behalf of their Business and ASC's financial institution to debit the Client's account, on the first of each month, any recurring fees and any authorized charges as approved from time to time. The Client authorizes ASC to increase or decrease my monthly debit as required to reflect my/our monthly fees as established by ASC from time to time, including any one-time retroactive fee adjustments as approved from time to time on the condition that a change of fees is preceded with 15 days notice from ASC.

All charges will be debited, on the 1st of each month (unless otherwise mutually agreed in writing), and are for business purposes, as defined under Rule H1 of the Canadian Payments Association.

This PAD authority shall continue until ASC has received written notification from You of its change or termination, to be received at least ten (10) business days prior to the next scheduled



debit date. You acknowledge that they may obtain a PAD cancellation form from www.asccreative.com, and also obtain a sample PAD cancellation form, or further information on your right to cancel a PAD Agreement at your financial institution or by visiting www.cdnpay.ca.

You acknowledge that canceling a PAD agreement in no way terminates the entire Agreement for Goods and Services.

You acknowledge that you have certain recourse rights if any debit does not comply with this agreement. For example you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. More information on your recourse rights are available at your financial institution or by visiting www.cdnpay.ca.

ASC may assign this authorization to a related company or partner by ASC on providing at least ten (10) days prior written notice. Such notice is merely notice and not a request for approval or acceptance of such assignment.

You acknowledge that this PAD may be used for invoices outstanding for 61 days or more.

You undertake to provide written notice to ASC of any change in the account or address information provided in this authorization as soon as the change occurs. The account information changes must be received by ASC at least ten (10) business days prior to the next scheduled debit date in order to avoid the possibility that my debit is returned by Our financial institution.

You acknowledge that delivery of this authorization to ASC constitutes delivery to your financial institution, and acknowledges receipt of a copy of this authorization.

Where ASC agrees to provide an invoice, ASC will send an invoice to you for the Services applicable to the period for which you have registered for the Services. ASC may also send periodic invoices to You for any applicable Supplemental Charges associated with your use of the Services. You agree to pay to ASC the amount indicated in each invoice by the due date reflected on the invoice. If you fail to pay any fees and taxes within fifteen (15) days from applicable due date for invoice payments, late charges of the lesser of one and one-half per cent (1.5%) per month or the maximum allowable under applicable law shall also become payable by you to ASC. In addition, your failure to fully pay any fees and taxes within fifteen (15) days after the applicable due date will be deemed a material breach of this Agreement, justifying ASC's suspension of its performance of the Services and/or termination of this Agreement. You are responsible for any fees associated with reinstated of Services. Any such termination would not relieve you from paying past due fees plus interest. In the event of collection enforcement, you will be liable for any costs associated with such collection, including, without limitation, reasonable attorneys' fees, court costs and collection agency fees.

1.7 Thirty (30) Day Guarantee.

Notwithstanding Sections 1.1 through 1.6, if you are not fully satisfied with the Services, you may terminate this Agreement at any time during the first thirty (30) days from your initial order date and receive a full refund of all payments made by you to ASC for the Services. To receive such refund, you must terminate this Agreement in the manner described in Section 1.1 and cease using



the Services, and ASC must receive your termination notice, within the above described thirty (30) day period. You agree to provide ASC with a description of why you are not satisfied with the Services and are terminating this Agreement. Setup fees are non-refundable.

2. Use of Services

2.1 Applicable Policies and Guidelines.

The ASC "Usage Guidelines" govern the general policies and procedures for use of the Services. ASC's On-line Privacy Practices governs how ASC collects, stores, processes and uses information associated with your use of the Services. The Usage Guidelines and the On-line Privacy Practices are posted on ASC's Web site at <http://www.asccreative.com> and may be updated from time-to-time. YOU SHOULD CAREFULLY READ THE USAGE GUIDELINES. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THE USAGE GUIDELINES AND ANY MODIFICATIONS THERETO. ASC CANADA RESERVES THE RIGHT TO TERMINATE YOUR ACCOUNT FOR ANY VIOLATION OF THE USAGE GUIDELINES OR THIS AGREEMENT.

2.2 Material and Product Requirements.

You must ensure that all material and data placed on ASC's equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation by ASC. ASC will make no effort to validate any of this information for content, correctness or usability. In the event that your material is not "server-ready", ASC has the option at any time to reject this material. ASC will notify you of its refusal of the material and afford you the opportunity to amend or modify the material to satisfy the needs and/or requirements of ASC. Use of the Services requires a certain level of knowledge in the use of Internet languages, protocols and software. This level of knowledge varies depending on the anticipated use and desired content of your Web site. You must have the necessary knowledge to maintain a Web site. Unless you have an additional agreement, it is not ASC's responsibility to provide this knowledge or customer support outside of the Services agreed to by you and ASC.

2.3 Bandwidth, Storage, and E-Mail Usage.

You agree that use of the Services hereunder will not exceed the bandwidth, storage and E-mail usage limits set out by ASC. If you use any bandwidth or storage space in excess of the agreed upon number of megabytes per month or if you exceed E-Mail storage and attachment size limitations, ASC may, in its sole discretion, assess you with additional charges, suspend the performance of the Service, or terminate this Agreement. In the event that ASC elects to take any corrective action, you will not be entitled to a refund of any unused pre-paid fees.

2.4 Domain Names.

As part of the Services, you will provide ASC with a registered domain name or names or ASC will register such domain name(s) selected by you, provided that such domain name is available for registration and does not violate any Our Registrar's or other registration services' policies, or any law or regulation. You agree to promptly reimburse ASC for any fees paid by ASC to our Registrar or other registration services with respect to the registration and maintenance of such domain



name(s). In the event of any dispute or cause of action arising out of or related to your domain name used in connection with the Services, upon your request ASC will attempt to register with Our Registrar or other registrar an alternative domain name chosen by you. You agree to be bound by the terms of Our Registrar's then current domain name policy and/or the policies of the national DNS registration authorities to which you become subject upon registration of your domain name. The inability to use a domain name shall not entitle you to a refund by ASC of any fees paid with respect to the registration of such unusable domain name. In the event you received a "Free Domain Name Registration" offer when you signed up for the Services, and you terminate the Services within one year of such domain name registration, you agree to immediately pay ASC the full retail price for such domain name registration in effect when you registered such domain name, in addition to any other fees for early termination described herein.

3. Intellectual Property Rights

3.1 Your License Grant to ASC.

You hereby grant to ASC a non-exclusive, worldwide, and royalty-free license for the Initial Term and the Renewal Term, if applicable, to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use your content as necessary for the purposes of rendering and operating the Services to you under this Agreement. You expressly (a) grant to ASC a license to cache materials distributed or made available for distribution via the Services, including content supplied by third parties, and (b) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

3.2 Your Warranties And Representations to ASC.

You warrant, represent, and covenant to ASC that (a) you are at least eighteen (18) years of age; (b) you possess the legal right and ability to enter into this Agreement; (c) You will use the Services only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines; (d) You will be financially responsible for the use of your account; (e) You have acquired or will acquire all authorization(s) necessary for hypertext links to third-party Web sites or other content; (f) You have verified or will verify the accuracy of materials distributed or made available for distribution via the Services, including, without limitation, your content, descriptive claims, warranties, guarantees, nature of business, and address where business is conducted, and (g) your content does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance.

3.3 ASC Materials And Intellectual Property.

All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by ASC or its suppliers or agents pursuant to this Agreement, and any know-how, methodologies, equipment, or processes used by ASC to provide the Services to You, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto shall remain the sole and exclusive property of ASC or its suppliers. ASC shall also maintain and control ownership of all Internet protocol ("IP") numbers and addresses that may be assigned to You by



ASC. ASC reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

4. Enforcement

4.1 Investigation of Violations.

ASC may investigate any reported violation of this Agreement, the Addendum its policies or any complaints and take any action that it deems appropriate and reasonable under the circumstance to protect its systems, facilities, customers and/or third parties. ASC will not access or review the contents of any e-mail or similar stored electronic communications except as required or permitted by applicable law or legal process.

4.2 Actions.

ASC reserves the right and has absolute discretion to restrict or remove from its servers any content that violates this Agreement, the Addendum or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or in potentially violation of any laws. In the event of becoming aware of any possible violation by you of this Agreement, the Addendum, any related policies or guidelines, third party rights or laws, ASC may immediately take corrective action, including, but not limited to, (a) issuing warnings, (b) suspending or terminating the Service, (c) restricting or prohibiting any and all uses of content hosted on ASC's systems, and/or (d) disabling or removing any hypertext links to third-party Web sites, any of your content distributed or made available for distribution via the Services, or other content not supplied by ASC which, in ASC's sole discretion, may violate or infringe any law or third-party rights or which otherwise exposes or potentially exposes ASC Canada to civil or criminal liability or public ridicule. It is ASC's policy to terminate repeat infringers. The above stated rights of action, however, do not obligate ASC to monitor or exert editorial control over the information made available for distribution via the Services. In the event ASC takes corrective action due to such possible violation, ASC shall not be obligated to refund to you any fees paid in advance of such corrective action.

4.3 Disclosure Rights.

To comply with applicable laws and lawful governmental requests, to protect ASC's systems and customers, or to ensure the integrity and operation of ASC's business and systems, ASC may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e., name, e-mail address, etc.), IP addressing and traffic information, usage history, and content residing on ASC's servers and systems. ASC also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. To the extent any inconsistency exists between any terms of ASC's On-line Privacy Practices and ASC's right disclose under this section, ASC's right to disclose under this section will control.

5. Disclaimed Warranties



You acknowledge and agree that ASC exercises no control over, and accepts no responsibility for, the content of the information passing through ASC's host computers, network hubs and points of presence, or the Internet. ALL SERVICES PERFORMED HEREUNDER ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING, WITHOUT LIMITATION, ANY FAILURE DUE TO COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ASC DOES NOT MAKE AND HEREBY DISCLAIMS, AND YOU HEREBY WAIVE ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

6. Limitations and Exclusion of Liability

6.1 Limitations.

IN NO EVENT SHALL ASC OR ITS SUPPLIERS HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF INFORMATION DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION VIA THE SERVICES THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES. NEITHER ASC NOR ITS SUPPLIERS SHALL HAVE LIABILITY WITH RESPECT TO ASC'S OBLIGATIONS UNDER THIS AGREEMENT, THE ADDENDUM OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF ASC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES OR PROVINCES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE FOREGOING LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU. IN ANY EVENT, THE LIABILITY OF ASC AND ITS SUPPLIERS TO YOU FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO ASC BY YOU UNDER THIS AGREEMENT AND THE ADDENDUM DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES FOR THE SERVICES SET BY ASC HEREUNDER HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. ACCORDINGLY, YOU HEREBY RELEASE ASC AND ITS SUPPLIERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIM IN EXCESS OF THE LIMITATION STATED IN THIS SECTION 6.1.

6.2 Interruption of Service.

You hereby acknowledge and agree that ASC and its suppliers will not be liable for any temporary delay, outages or interruptions of the Services. Further, ASC shall not be liable for any delay or failure to perform its obligations under this Agreement, where such delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications or third-party supplier failure). ASC is not an appropriate place to host sites with exceptionally high bandwidth, availability or support requirements.



7. Indemnification

You hereby release and hold harmless, and agree to indemnify, ASC and its affiliates, agents and suppliers (and their respective employees, directors and representatives) against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by ASC or its suppliers, arising out of or relating to (a) your violation or breach of any term, condition, representation or warranty of this Agreement, the Addendum or any applicable policy or guideline; (b) your improper or illegal use the Services; or (c) your violation, alleged violation, or misappropriation of any intellectual property right (including, without limitation, trademark, copyright, patent, trade secrets) or non-proprietary right of a third party (including, without limitation, defamation, libel, violation of privacy or publicity).

8. Miscellaneous Provisions

8.1 Entire Agreement.

This Agreement, in conjunction with the Addendum and all policies and guidelines incorporated herein by reference, constitutes the entire agreement between You and ASC with respect to the subject matter hereof and there are no representations, understandings or agreements, which are not fully expressed in this Agreement and the related policies and guidelines.

8.2 No Fiduciary Relationship.

No Third-Party Beneficiaries. ASC is not the agent, fiduciary, trustee or other representative of You. Except for the rights of ASC's suppliers under sections 6 and 7 hereof, nothing expressed or mentioned in or implied from this Agreement or the Addendum is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement and the Addendum. This Agreement and the Addendum and all of the representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of the parties hereto.

8.3 Amendments.

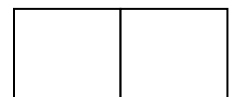
Except as expressly provided in this Agreement, no amendment, change, waiver, or discharge hereof or to the Addendum shall be valid unless in writing and signed by the parties.

8.4 Identification.

ASC may, free of any obligation to pay compensation, use your name and identify you as a ASC client, in advertising, publicity, or similar materials distributed or displayed to prospective clients.

8.5 Choice of Law and Forum.

THIS AGREEMENT, INCLUDING THE ADDENDUM, WILL BE GOVERNED BY THE LAWS OF CANADA AND THE PROVINCE OF BRITISH COLUMBIA, WITHOUT REFERENCE TO RULES



GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN THE FEDERAL OR PROVINCIAL COURTS LOCATED IN VANCOUVER, BRITISH COLUMBIA, AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS.

8.6 Compliance With Laws.

You shall at all times comply with all applicable laws and regulations and shall indemnify and save ASC harmless from your failure to so comply. You agree that ASC shall not have to perform any obligations set forth in this Agreement if such performance would violate any present or future law, regulation or policy of any applicable government.

You shall not use the Services in any way that violates Canada export laws, including without limitation, uses related to the proliferation of weapons of mass destruction, prohibited chemical, biological, or nuclear weapons or missile use. You agree that you are not located in, under control of, or a national or resident of any country restricted as a destination by Canada Law.

8.7 Non-Assignment.

You may not assign this Agreement or any right or obligation hereunder or under the Addendum, by operation of law or otherwise, without ASC's prior written consent. ASC may assign its rights and obligations under this Agreement or the Addendum, and may utilize affiliate and/or agents in performing its duties and exercising its rights hereunder, without your consent. Subject to that restriction, this Agreement and the Addendum will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

8.8 No Waiver.

ASC's failure to enforce the strict performance of any provision of this Agreement or the Addendum will not constitute a waiver of ASC's right to subsequently enforce such provision or any other provisions hereunder or thereunder.

8.9 Severability.

Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement and the Addendum, if applicable, shall nonetheless remain in full force and effect and, if the subject term or provision is deemed to be invalid, void or unenforceable only with respect to a particular application, such term or provision shall remain in full force and effect with respect to all other applications.

8.10 Headings.

The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

8.11 Survival.



All provisions of this Agreement and the Addendum relating to your warranties, intellectual property rights, limitation and exclusion of liability, your indemnification obligations and payment obligations shall survive the termination or expiration hereof and thereof.

9. ADDENDUMS

1. Logos and link logo marks (the Marks) and, during or after the term of this Agreement, shall not, in any way, contest, or help others to contest, such ownership or the validity of any registrations or rights of ASC now owned or obtained relating to the Marks.
2. You shall not use any names, marks, terms, graphics, or other materials on its Web page or site that are likely to cause confusion with or dilute the distinctiveness of either of the Marks or to damage the reputation or commercial image of ASC or any of its products.
3. ASC, in its sole discretion, may terminate this license immediately for any reason. Upon termination of this license, Customer shall immediately cease all further use of the Marks, or any other similar mark, name or logo, including, without limitation, any name or mark comprising the term "ASC", "ASC Creative", and/or "ASC Creative Ltd."

