

RIIPLAY.TV (FUNDFINDR MEDIA INC.) TERMS OF USE
LAST UPDATED: March 24, 2009

THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND FUNDFINDR MEDIA INC., (THE **AGREEMENT** AND CONTAINS IMPORTANT TERMS, CONDITIONS, AND LIMITATIONS RELATING TO SERVICE, LIABILITY, WARRANTY, AND YOUR OBLIGATIONS. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS SET FORTH IN THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT PLEASE DO NOT USE THE SITE.

This Agreement between you (**you**) and **FUNDFINDR MEDIA INC. (us or we or the Company)** sets out the terms and conditions that apply to your use of all or any of the services and related software (collectively, the **Services**) provided by us through the **www.riiplay.tv** web-site (the **Site**).

By buying a ticket or activating an account with us (your **Account**) with respect to the Services or by using any Service, you agree to be legally bound by and abide by the terms of this Agreement. Your use of the Services is subject to this Agreement. If you do not wish to be bound by this Agreement, you may not activate an Account or use any Service and you must immediately contact us to terminate your Account, if you have one, and this Agreement (see Section 20).

Amendments to this Agreement

1. We reserve the right to amend this Agreement at any time. We will use reasonable efforts to publish each amendment before such amendment becomes effective, but we will ensure that the latest, fully-amended version of this Agreement is published on the Site at <http://www.fundfindr.com>. You are responsible for regularly reviewing the Site to obtain timely notice of such amendments. If you do not terminate this Agreement before the effective date of any amendment, you will be conclusively deemed to have accepted the amendment.

Legal Capacity

2. You represent and warrant that, if you are an individual, you have reached the age of majority (at least 18 or 19 years of age) in the jurisdiction in which you reside and that you possess the legal right, capacity and ability to enter into this Agreement and use the Services in accordance with this Agreement.

Services

3. The details of the various Services, including other products and services offered by us can be found on the Site. We may, from time to time at our sole discretion and without notice or liability, create, amend, change, or delete any Service, including changing pricing for any

Services, introducing new Services, substituting old Services for new Services, changing any Service features and deleting any Services.

Your Account, Ticketing and Account Use

4. The use of any Service requiring payment requires a valid Account defined as valid email and ticket. Ticket terms include the right to access content on multiple Internet-enabled devices by the customer only. Terms grant rights to share the Webcast and other content purchased according to the terms published on the websites for that specific event and generally, only by sharing it on the customer's devices with the exception of "free public content". Expressly prohibited is providing ticket information to non-paying customers to grant them access to Riiply.tv content. Riiply.tv monitors IP addresses and sessions to ensure usage according to these terms.

Regardless of whether you are the Account-holder, your use of any Service shall at all times be governed by this Agreement; however, if you are not the Account-holder, you are only permitted to use the Services with the permission of the Account-holder.

5. If you are the Account-holder, you are responsible for your Account and the maintenance, confidentiality and security of your Account and all ticket numbers or passwords related to your Account. You are solely responsible and liable for any and all activities that occur under your Account, including all activities of any sub-Account holders and persons who gain access to your Account, whether with or without your permission. You agree to immediately notify us of (a) any unauthorized use of your Account or any Service, and (b) any other breach of security with respect to your Account or any Service, and you further agree to provide assistance to us, as requested, to stop or remedy any breach of security related to your Account.

Your Information and Privacy

6. You agree to provide true, current, accurate and complete customer information as prompted by our ticketing, registration or Account-creation processes or as otherwise requested by us or our agents from time to time and you agree to promptly notify us of any changes to this information as required to keep such information held by us current, complete and accurate.

7. You acknowledge that you have read the Privacy Statement attached herein, as it may be updated from time to time (the **Privacy Statement**), and hereby consent to the collection, use and disclosure by us and our agents of your personal information (whether previously collected or to be collected) for the purposes identified therein. You also consent to our use of such personal information in accordance with applicable terms and conditions contained in this Agreement.

Content

8. You acknowledge and agree that you and all those who use your Account or the Services are exclusively responsible for determining the accuracy, suitability, harmfulness or legality of any content, information or material received, transmitted or sent using the Services.

Billing and Payment

9. It is your responsibility to read and understand the following billing policies (the “**Billing Policies**”). We reserve the right to change the Billing Policies at our discretion and without notice in accordance with Section **Error! Reference source not found.** The Billing Policies are set out in this Section 0:

(a) **Fees.** As an Account-holder, you hereby agree to pay such fees, including all applicable taxes, incurred by the use of any Service in arrears upon demand by us, all of which shall be charged to you in accordance with the rates and conditions established by us for the Service and as such rates and conditions may be amended by us from time to time in accordance with this Agreement. Such rates and fees will be posted on the Site or otherwise made available to you by us. Typically, an Account-holder will incur three types of fees:

(i) **Service-Based Fees**—recurring, periodic fees based on the Services you have selected;

(ii) **Usage-Based Fees and other Fees**—depending on the Services to which you subscribe, fees based on usage (such as Webcast access, the data sent or received, or the destination) or other fees described in this Agreement; and

(iii) **Custom Service Fees**—if you request us to perform custom Services for you (that is, Services that are not generally available on the Site), these will be quoted and charged separately pursuant to a Services agreement prior to the commencement of such services.

(b) **Billing and Invoices.** Accounts are invoiced via PayPal secure payments and invoices are generated and sent electronically via e-mail to the address registered with your Account. Your Service fees will be invoiced and billed in advance and must be paid in advance of each recurring Service period. Your usage-based and custom Service fees (see Section 1(h) below) for previous periods will appear on your invoice separately and are invoiced and payable separately in arrears. Our failure to provide you with a bill or invoice pursuant to this Agreement does not affect your responsibility to pay any incurred charges.

(c) **Taxes.** All prices for Canadian Customers quoted on the site or in section 1(a)(i) will be exclusive of GST (5%) or clearly indicate that portion. U.S. or other customers will pay the non-taxable price.

(d) **Payments and Payment Methods.** All amounts invoiced are due and payable upon receipt of said invoice. The following pre-authorized or automatic payment options are available to you:

(i) **PayPal.** Paypal securely processes payments for fundfindr Media Inc. Payments may be made via PayPal, debit card or bank account. Purchases are confirmed with an email receipt. Please consult PayPal’s User Agreement for more information.

(ii) **Credit Card.** Payments may be made using major credit cards: Visa, MasterCard or American Express via PayPal. Your credit card is not exposed to the merchant.

(iii) **By Cheque.** Business service customers hiring Riisplay.tv for production, web services or distribution may mail a cheque payable to FUNDFINDR MEDIA INC. along with a copy of your invoice, to 432 Gordon Avenue, West Vancouver, B.C. V7T 1P3.

Contact us for more information or to sign up for or withdraw from any particular method of payment.

(e) **Late, Rejected and Unpaid Amounts.**

(i) **Rejected Payments.** If any payment you make is rejected or returned for any reason, we will charge a \$20 (\$10 for pre-authorized payment) processing fee to your Account, and your Account may be subject to suspension, at our sole discretion, immediately.

(ii) **Unpaid Accounts, Late Fees, and Delinquency Fee** Any outstanding balance on your Account (including accumulated late fees) unpaid for 30 days after the invoice date will accrue late fees (commencing on the invoice date) at a rate of 1.5% per month, (19.56% per annum compounded) on the total amount overdue.

(iii) **Suspension of Unpaid Accounts.** If there is an unpaid balance on your Account, we reserve the right to suspend your Account or Services or your access thereto until you make such arrangements to pay the balance owing in full, without affecting your obligation to pay all amounts outstanding.

(iv) **Collection.** You agree to pay all costs incurred by us in the collection of any delinquent charges due under this Agreement or in the enforcement of this Agreement, including lawyers' fees.

(f) **Cancellations.** To cancel an Account or any Service other than Webcast ticketing, the authoritative Account holder must give notice of cancellation in accordance with Section **Error! Reference source not found.** by e-mail or online submission. All Accounts will have the cancellation made effective at the end of the billing period in which the request is received. For greater clarity, Service fees will not be calculated on a prorated basis for any Recurring Period.

(g) **Refunds and Credits on an Account.** All amounts paid or pre-paid us in respect of your Account are non-refundable. Credit left on an Account is non-refundable. Account credits are not calculated for any partially used billing periods.

(h) **Services Used.** You, the Account-holder, shall be responsible for all usage charges on your Account, whether incurred by you or other users. It is your, and not our, responsibility to track the use of your Account, including tracking any measurable units or charges that may be used in relation to your Account.

(i) **Limitation Period for Billing Disputes.** Unless you notify us of any errors, discrepancies or irregularities in any billing within 30 days after they first appear on your bill or invoice, such bill or invoice will be deemed accepted by you for all purposes and you agree to release us from any and all liability resulting from such errors, discrepancies or irregularities.

Service Limitations

10. The following provisions apply with respect to all Services:

- a. **General Practices and Limits.** You acknowledge that we may establish general practices and limits concerning the use of the Services, including: the maximum size of any data that may be stored on, sent from or received by an Account; the maximum disk space that will be allotted on your behalf; the maximum amount of data, speed of data or type of data that may be sent from or received using the Services; and the maximum number of days that data will be stored on our servers. Such general practices and limits shall be posted on our Site or otherwise made available to you, and you agree to comply with all such general practices and limits, regardless of when or how such limits are conveyed to you. We reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.
- b. **Internet-based Services.** The Services depend on the Internet, including networks, cabling, facilities and equipment that is not in our control; accordingly (i) any representation made by us regarding access performance, speeds, reliability, availability, use or consistency of the Services are on a .commercial best efforts. basis, (ii) we cannot guarantee any minimum level regarding such performance, speed, reliability, availability, use or consistency, and (iii) data, messages, information or materials sent over the Internet may not be completely private, and your anonymity is not guaranteed.

Support

11. We will provide email or web form assistance on a reasonable efforts basis, via the email and forms specified on the Site with a target response of no longer than 48 hours. Assistance is limited to your problems using the Services or your Account and may exclude problems related to your equipment and software. We cannot guarantee the resolution of any particular problem or Services interruption, and your sole remedy in the event of your dissatisfaction or our failure to resolve any particular problem is to terminate the Agreement as set out below.

Acceptable Use and Prohibitions

12. You agree to fully abide by each of the following terms and conditions regarding the acceptable and prohibited use of the Services:

- a. **Lawful Use.** The Services may be used only for lawful purposes.
- b. **Prohibited Conduct.** Without limiting the generality of the foregoing, you further agree that you will not, in connection with the Services or your Account:
 - i. post, upload, reproduce, distribute or otherwise transmit (A) unauthorized or unsolicited commercial e-mail, junk or bulk e-mail, chain letters or other .spam. (whether or not using e-mail services, such as Instant Messaging spam) or any other duplicative or unsolicited messages, surveys, contests or pyramid schemes, (B) any information, material or software that contains a virus, cancelbot, Trojan horse, worm or other harmful, disruptive or surreptitious component, (C) inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful

- material or information, (D) information or materials where such activity gives rise to civil liability, or otherwise violates the rights or assists others to violate the rights of us or any third party; such violations including engaging in copyright infringement, invasion of privacy, trademark infringement and defamation, or (E) information or materials where such activity constitutes a criminal offence, or otherwise engage in or assist others to engage in any criminal offence; such offences including communicating hatred, pyramid selling, unauthorized use of a computer, mischief in relation to data, fraud, obscenity and child pornography;
- ii. engage in threats, harassment, intimidation, stalking or abuse or any conduct that violates the legal rights of others, including the rights of minors and rights relating to privacy and publicity;
 - iii. scan or probe another computer system, obstruct or bypass computer identification procedures or engage in unauthorized computer or network trespass;
 - iv. forge headers or otherwise manipulate any protocols or identifiers used in any system or protocol in such a manner to disguise the origin of any data transmitted using the Services;
 - v. impersonate or falsely represent your association with any person, including a representative of us;
 - vi. disrupt or threaten the integrity, operation or security of any Service, any computer or any Internet system;
 - vii. violate this Agreement as it may be updated from time to time;
 - viii. share, resell, reproduce, copy, distribute, redistribute, or exploit for any commercial purposes, any portion of, use of or access to, any Service, except where expressly authorized by us;
 - ix. extract, gather, collect, or store personal information about others without their express consent; or
 - x. allow any other person or entity to engage in any of the foregoing activities while using your Account.
- c. **Notification regarding Prohibited Use.** If at any time you become aware of any violation, by any person or entity, of the acceptable use rules set out above, which involves the Services or your Account, you agree to immediately notify us and provide us with assistance, as requested, to stop or remedy such violation.
- d. **Our Remedies.** Without limiting any of our rights, we may suspend, restrict or terminate your Services or Account without notice if, in our sole and absolute discretion, we determine or believe that you have violated any of the acceptable use rules set out above.

Proprietary Rights

13. You acknowledge and agree that:

- a. **Third-Party Content** including text, software, music, sound, photographs, video, graphics or other material accessed or available through the Services or the Internet may be owned by parties other than you (including us and third parties) and may be protected by applicable copyrights, trade-marks, patents, trade secrets or other proprietary rights and laws;

- b. **Our Content** Except where expressly stated otherwise, all programs, Services, documentation, software, processes, designs, technologies, URLs, materials and all other things comprising the Services (collectively, our .IP.) are owned by us, our licensors or our suppliers and are protected by applicable copyrights, trade-marks, patents, trade secrets or other proprietary rights and laws. You agree our IP is supplied subject to the terms of this Agreement, including the disclaimers and limitations of liability herein. Unless otherwise expressly authorized by us or in the applicable Software license, you agree not to:
 - i. copy, modify, rent, lease, loan, sell, assign, sublicense, grant a security interest in or otherwise transfer any right or interest in our IP;
 - ii. distribute, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover the source code, of our IP;
 - iii. remove any proprietary notices or labels on or in our IP; or
 - iv. allow any other person or entity to engage in any of the foregoing activities.
- c. **Your Content.** We does not claim ownership of information, data, materials or other content (collectively, your .Content.) that you post, upload, input, provide, submit or otherwise transmit to us, or any third party, using the Services; however, you agree that by posting, uploading, inputting, providing, submitting or otherwise transmitting the Content to us or any third party using the Services, you have thereby granted us a royalty-free, non-exclusive license to use, copy, distribute, transmit, display, edit, delete, publish and translate such Content to the extent reasonably required by us to provide the Services to our customers or to ensure adherence to or enforce the terms of this Agreement;
- d. **Advertising.** We shall have the right, without notice, to insert advertising data into the Services, so long as this does not involve our transmission of any of your personal information in contravention of the Privacy Statement;
- e. **Public Transmission** the technical processing and transmission of the Services, including the Content and other content, materials or other information, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices; and
- f. **Caching** You further acknowledge that any Content, materials or information that you may access through the Services may be subject to caching or other policies and procedures at intermediate locations on the Internet.

Compliance Measures and Complaints

14. You agree that we may, without notice or liability, disclose to third parties any of your information or any Content, information or materials associated with an Account, monitor use of the Services and monitor, review and retain such Content, material or information if we believe in good faith that such activity is reasonably necessary to provide the Services to customers, ensure adherence to or enforce the terms of this Agreement, comply with any laws or regulations, respond to any allegation of illegal conduct or claimed violation of third party rights, or protect us or others. If we receive a complaint relating to use of the Services by you or through your Account, you acknowledge and agree that we may, in our sole and absolute discretion and without notice or liability: investigate the complaint; restrict, suspend or terminate any Accounts or Services involved; or remove any Content, information or materials from our servers.

15. DISCLAIMERS AND LIMITS OF LIABILITY

15. Customer Acknowledgement YOU ACKNOWLEDGE AND AGREE THAT:

1. ALL USE OF ANY PRODUCTS OR SERVICES PROVIDED BY US IS AT YOUR OWN RISK;
2. THE SITE(S) WHICH YOU MAY VISIT WHILE USING THE SERVICES MAY CONTAIN LINKS TO OTHER WEB SITES. THESE LINKS ARE PROVIDED SOLELY AS A CONVENIENCE TO YOU AND THE INCLUSION OF ANY SUCH LINK DOES NOT IMPLY ENDORSEMENT, INVESTIGATION OR VERIFICATION BY US OF SUCH WEB SITES OR THE INFORMATION CONTAINED THEREIN; AND
3. ALL PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN **AS IS** and **AS AVAILABLE** BASIS.

16. DISCLAIMER OF WARRANTIES. WE MAKE NO CONDITIONS, WARRANTIES OR REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, USABILITY, SECURITY, QUALITY, CAPACITY, PERFORMANCE, AVAILABILITY, TIMELINESS OR ACCURACY OF THE SERVICES OR ANY OTHER PRODUCTS SUPPLIED UNDER THIS AGREEMENT. WE EXPRESSLY DISCLAIM ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE AND NON-INFRINGEMENT, WHETHER ARISING BY USAGE OF TRADE, BY COURSE OF DEALING, BY COURSE OF PERFORMANCE, AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE HOWSOEVER.

17. NO LIABILITY NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL WE, OUR AFFILIATES, OR OUR CONTROLLING PARTIES, AGENTS, EMPLOYEES, SUPPLIERS, RESELLERS AND DISTRIBUTORS (COLLECTIVELY, IN SECTIONS 17 THROUGH 19, **WE OR US**) BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OR LOSSES WHATSOEVER, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OPPORTUNITY, EARNINGS, USE OR DATA, ARISING DIRECTLY OR INDIRECTLY FROM OR RELATED TO THIS AGREEMENT OR THE USE, NON-USE, OR INSTALLATION OF THE SERVICES OR ANY SOFTWARE, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF ONE OR MORE OF US HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, INCLUDING DAMAGES OR LOSSES ARISING FROM OR IN ANY WAY RELATED TO THE FOLLOWING:

1. SENDING, RECEIVING, NOT SENDING, NOT RECEIVING, LOSS, DELETION OR ALTERATION OF ANY TRANSMISSIONS, DATA, OR TRANSACTIONS ENTERED INTO THROUGH OR USING THE SERVICES;
2. ANY SUSPENSION, CURTAILMENT, RESTRICTION, TERMINATION OR OTHER LIMITATION PLACED ON YOUR SERVICES OR YOUR ACCOUNT;

3. ANY ACT OR OMISSION OF YOU OR ANY THIRD PARTY, INCLUDING ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONDUCT OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS;
4. ANY LOSS OR DAMAGE TO YOUR CONTENT OR OTHER DATA ARISING DIRECTLY OR INDIRECTLY OUT OF USE OR NON-USE OF THE SERVICES OR RELATED COMPONENT;
5. THE PERFORMANCE OF THE INTERNET OR THE SERVICES;
6. THE CONTENT OR ACCURACY OF ANY MATERIAL, INFORMATION OR DATA (INCLUDING ANY SOFTWARE) RELATED TO THIS AGREEMENT OR VIEWED, DOWNLOADED, ACCESSED OR TRANSMITTED USING, OVER OR THROUGH THE INTERNET OR THE SERVICES, INCLUDING MATERIAL WHICH INFRINGES THE RIGHTS OF OTHERS OR OTHERWISE VIOLATES LAWS OR REGULATIONS; AND
7. DELAYS, ERRORS, INTERRUPTIONS, MISTAKES, OMISSIONS, NON-DELIVERY, INCORRECT DELIVERY, VIRUSES, TROJAN HORSES, SPYWARE, SPAM OR DEFECTS IN THE TRANSMISSION OF ANY INFORMATION, MATERIAL OR DATA OVER OR THROUGH OUR SYSTEMS OR NETWORKS OR THE SYSTEMS OR NETWORKS OF THIRD PARTIES.

WITHOUT RESTRICTING THE FOREGOING, IF CIRCUMSTANCES ARISE IN WHICH YOU OR ANOTHER PARTY IS ENTITLED TO RECOVER DAMAGES FROM ONE OR MORE OF US, THE AGGREGATE LIABILITY OF THE US FOR DAMAGES IS LIMITED TO \$100.00.

18. APPLICABILITY SOME JURISDICTIONS PROHIBIT THE DISCLAIMER OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OF CERTAIN TYPES OF LIABILITY. IN SUCH CIRCUMSTANCES, TO THE EXTENT THAT SUCH PROHIBITIONS PROHIBIT ANY EXCLUSIONS AND LIMITATIONS IN THIS AGREEMENT, SUCH EXCLUSIONS AND LIMITATIONS WILL NOT APPLY TO YOU STRICTLY TO THE EXTENT NECESSARY TO MAKE THIS AGREEMENT CONSISTENT WITH SUCH PROHIBITIONS.

19. INDEMNITY You agree to indemnify and hold harmless each of US, our clients, event organizers, content providers and sponsors from all demands, claims, awards, actions, proceedings, damages, losses, costs, charges and expenses, including legal fees, incurred by or made against any of US, which result from or relate to:

- a. any failure or outage of the Service;
- b. access to or use, by you or any third party, of the Services, or your Account; or
- c. any of your acts or omissions, including breach or non-performance of this Agreement and any violation of third party rights.

Termination

Termination by You. You may stop using the Services at any time. You may cancel your Account or any Services by cancelling direct with us by e-mail or letter to us at the address identified on the Site.

Please be advised only the Account holder may terminate their Account. **Termination by us** We may, in our sole discretion, suspend, restrict or terminate your Services or your Account, effective at any time, without notice to you, for any reason, including because:

- d. the operation or efficiency of the Services or our or any third party's equipment or network is impaired by the use of the Services from your Account;
- e. we have received a third party complaint which relates to the use or misuse of the Services from your Account;
- f. you have been or are in breach of any term or condition of this Agreement; or
- g. the Account contains invalid contact information

20. **Interpretation** In this Agreement, (a) the captions and headings used in this Agreement are for convenience only and do not constitute substantive matter and are not to be construed as interpreting the Customer Contents of this Agreement (b) the word **including**, the word **includes** and the phrase **such as**, when following a general statement or term (whether or not non-limiting language such as **without limitation** or **but not limited to** or other words of similar import are used with reference thereto), is not to be construed as limiting, and the word **or** between two or more listed matters does not imply an exclusive relationship between the matters being connected, (c) all references to web-site addresses or URLs shall also include any successor or replacement web sites containing substantially similar information as the referenced web site(s), and (d) all monetary amounts expressed are in Canadian dollars.

21. **Waiver of Rights and Remedies** Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between you and us nor trade practice shall act to modify any provision of this Agreement. Our rights, powers and remedies in this Agreement, including without limitation the right to suspend, restrict or terminate any Service or Account, are cumulative and in addition to and not in substitution for any right, power or remedy that may be available to us at law or in equity.

22. **Severability** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

23. **Governing Law and Jurisdiction** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. You hereby irrevocably consent to the exclusive jurisdiction of the courts of the Province of British Columbia in connection with any matter arising under this Agreement.

24. **Limitation Period** Except as set out in Section 9(i), any cause of action you may have with respect to this Agreement or the Services must be commenced within one year after the claim or cause of action arose, or it shall be barred.

25. **Assignability** We may at any time assign our rights and obligations under this Agreement, in whole or in part, without notice to you. You may not assign this Agreement. This Agreement

will enure to the benefit of and bind you and us and our respective personal and legal representatives, successors and permitted assigns.

26. **Survival** The following provisions shall survive termination of this Agreement: Sections 8, 9(a), 9(e), 9(f), 9(g), 9(h), 9(i), 10, 12, 13, 15, 16, 17, 18, 19, 22 through 33 (inclusive) and any other provisions that, by their meaning, are intended to survive termination.

27. **Relationship** You agree that no joint venture, partnership, employment or agency relationship exists between us and you as a result of this Agreement or use of your Account or any Services.

28. **Force Majeure** Neither party shall be responsible for a failure to fulfill its obligations under this Agreement or for delay in doing so if such failure or delay is due to circumstances beyond its reasonable control, such as acts of God, acts of government, war, riots, strikes and accidents in transportation.

29. **Entire Agreement** This Agreement, as amended from time to time, including any and all documents, web sites, rules, terms and policies referenced herein, constitutes the entire agreement between us and you with respect to the matters referred to in this Agreement and supersedes all prior and contemporaneous agreements and understandings, whether electronic, oral or written, between us and you with respect to such matters.

30. **English Language** The parties have requested and agree that this Agreement and all documents relating thereto be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

Last Updated: March 24, 2009

Here at Riiply.tv and fundfindr, we're always interested in what our users have to say. If you have any thoughts or comments feel free to e-mail: feedback@fundfindr.com.

FUNDFINDR MEDIA INC. PRIVACY STATEMENT
LAST UPDATED: FEBRUARY 20, 2008

PRIVACY STATEMENT

The Company cares about your privacy. This Privacy Statement sets out our privacy policies and practices with respect to the collection, use, and disclosure of personal information in connection with the Site. This Privacy Statement may be updated by us giving reasonable notice of the revised terms (including by e-mail or by posting on the Site), and this Privacy Statement may be supplemented or modified by agreements entered into between us and an individual from time to time.

COLLECTION AND USE OF PERSONAL INFORMATION

We collect information about you only when you voluntarily provide it to subscribe to any of services. For the purposes of processing your ticketing or subscription request, we may collect and use the following information:

1. your name
2. your address
3. your e-mail address
4. your telephone number
5. your fax number
6. information regarding the type of services you have requested

We use this information solely to provide you with our services.

COLLECTION AND USE OF OTHER INFORMATION

We may collect certain non-identifiable information regarding the areas of the Site you visit. This information allows us to monitor how our site is used and what information is being accessed. We also use this information to modify our Site to meet our customer interests and enhance our customer experience from or through our Site.

LINKS

Our Site may contain links to other sites. This Privacy Statement only applies to information collected by us. We are not responsible for the privacy practices and policies of these third parties and you are responsible for your visits to those sites.

RETENTION OF INFORMATION

We will retain your personal information only for as long as necessary to fulfill the purposes for which the information was collected. Once the information is no longer required to fulfill these

purposes, it will be destroyed, erased, or made anonymous.

ACCURACY OF INFORMATION

The Company strives to ensure that any personal information we retain and use is as accurate, complete and up-to-date as necessary for the purposes for which it was collected. If our records regarding your personal information are inaccurate or incomplete, we will amend that information at your request. Users of this Site may contact the Privacy Officer at info@fundfindr.com to modify or correct any of their information that is under our control. An individual may also direct a written complaint regarding compliance with this Privacy Statement to the Privacy Officer and, within a reasonable time upon receiving the written complaint, the Privacy Officer will conduct an investigation into the matter. Within a reasonable time of concluding the investigation, the Privacy Officer will inform the complainant whether the complaint will be allowed or denied. If the Privacy Officer allows the complaint, we will take appropriate measure necessary to rectify the source of the complaint. If you have provided information in order to receive e-mails or other mailings and wish to modify your contact information, please the Privacy Officer at info@fundfindr.com.

SECURITY

We take reasonable precautions to protect your personal information against unauthorized access and we periodically review our security measures.

COOKIES AND IP ADDRESSES

We use your IP address to help identify you and your membership, diagnose problems with our server, and administer the Site such as ticket access and rights. The Site uses cookies to keep track of your membership tools. We use cookies to deliver content to you and to save your password so you do not have to re-enter it each time you visit the Site. We may use outside ad companies to display ads on the Site. These ads may contain cookies. While we use cookies in other parts of the Site, cookies received with banner ads are collected by our ad companies, and we do not have access to this information.

OPTING OUT

If you wish to have any of your personal information removed from our databases, or if you no longer want us to send any further communications to you, please complete the Unsubscribe form.

SECURITY

We protect against the loss, misuse and alteration of personal information with security measures appropriate to the sensitivity of the information. However, it is possible that any information transmitted via the Internet may be intercepted by unknown third parties.

CONTACT US

If you have any questions about this Privacy Statement, our privacy practices in connection with this Site, or our collection, use, disclosure, or retention of your personal information in connection with this Site, please contact the Privacy Officer as follows: info@fundfindr.com

Last Updated: March 24, 2009

Here at Riiply.tv, we're always interested in what our users have to say. If you have any thoughts or comments feel free to contact us at <mailto:feedback@riiply.tv>.