

## SIGMA INSTRUMENT METHODS INC. - TERMS OF SERVICE

### IMPORTANT - READ CAREFULLY BEFORE PROCEEDING

IF SUBSCRIBER HAS NOT REACHED LEGAL AGE OF MAJORITY, OR IS OTHERWISE NOT PERMITTED BY LAW TO BE A PARTY TO THIS AGREEMENT, SUBSCRIBER ACKNOWLEDGES THAT SIGMA INSTRUMENT METHODS INC. IS PROVIDING THE SERVICE WITH THE IMPLICIT UNDERSTANDING THAT SUBSCRIBER'S LEGAL GUARDIAN IS NOT OPPOSED TO SUBSCRIBER'S USE OF THE SERVICE. SIGMA INSTRUMENT METHODS INC. RESERVES THE RIGHT TO DISCONTINUE SERVICES IN THE EVENT SUBSCRIBER DOES NOT OTHERWISE COMPLY WITH THE TERMS AND CONDITIONS CONTAINED HEREIN. IN RESPONSE TO THE CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA") WE REQUIRE THAT SUBSCRIBER BE AT LEAST 13 YEARS OLD TO USE SIGMA INSTRUMENT METHODS INC.'S SERVICES.

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE CLICKING THE "I ACCEPT" BUTTON. BY INDICATING YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, YOU ("Subscriber") ACKNOWLEDGE AND AGREE TO BE BOUND BY THE PROVISIONS OF THIS AGREEMENT FOR THE USE OF THE SIGMA INSTRUMENT METHODS INC. SERVICES ("Services") PROVIDED BY SIGMA INSTRUMENT METHODS INC., INC. ("SIGMA Instrument Methods Inc."). IF SUBSCRIBER IS NOT WILLING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, SUBSCRIBER SHOULD PROMPTLY EXIT FROM THIS WEBSITE AND REFRAIN FROM USING ITS SERVICES. BY USING OR ACCESSING THE SERVICE SUBSCRIBER AGREES TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

#### 1. GRANT OF RIGHTS TO USE SERVICES.

Effective upon acceptance of this Agreement, SIGMA Instrument Methods Inc. hereby grants to Subscriber a personal, nonexclusive, nontransferable, revocable license to access and use the Services (as defined below), for Subscriber's non-commercial use.

Subscriber shall have no right to sell, resell, reproduce, duplicate, copy, distribute, create derivative works or exploit for commercial purposes, any portion of the Services, access to the Services, or use of the Services nor make any claim that it does have such right.

The services provided by SIGMA Instrument Methods Inc. hereunder may allow Subscriber to perform various online messaging and communications functions (collectively, the "Services"). Unless explicitly stated otherwise, any new features provided by SIGMA Instrument Methods Inc. that augment or enhance the current Services shall also constitute "Services" and shall be subject to these terms and conditions.

Subscriber is solely responsible for obtaining all equipment and approvals necessary for connection to the World Wide Web and all charges associated with such connection, including but not limited to obtaining a PC and modem or other access device, having access to the World Wide Web and phone service charges.

#### 2. SIGMA INSTRUMENT METHODS INC.'S PROPRIETARY RIGHTS.

As between the parties, SIGMA Instrument Methods Inc. shall retain all right, title and interest to the Services including all copyrights, trademarks, patents and all other intellectual property rights thereto, including without limitation with respect to all technology and telephone numbers used in connection with or provided as part of the Services.

Subscriber may not, nor allow any third party to, copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the Services for any purpose whatsoever. Subscriber may not allow any third party to access the Services for any purpose whatsoever.

The copyright notices and other proprietary legends shall not be removed from the Services and no right to use any trademark is granted under this Agreement.

Subscriber may not grant any sublicense, lease or other right in the Services to any third party. All rights not expressly granted under this Agreement are retained by SIGMA Instrument Methods Inc..

### 3. SUBSCRIBER REGISTRATION.

Subscriber agrees to provide true, accurate, current and complete data to SIGMA Instrument Methods Inc. upon signing up for the Services and at subsequent times as requested by SIGMA Instrument Methods Inc..

If Subscriber provides data that is, or that SIGMA Instrument Methods Inc. suspects to be, false, inaccurate, not current or incomplete, SIGMA Instrument Methods Inc. has the right to suspend or terminate Services and refuse any and all current or future use of all Services, or any portion thereof.

Subscriber acknowledges that SIGMA Instrument Methods Inc. may distribute the registration data to third parties, provided, however, Subscriber's name, address (home and email) and telephone number will not be distributed, unless required by law, or in the event Subscriber grants SIGMA Instrument Methods Inc. the right to provide that information.

Subscriber shall maintain and promptly update the registration data as applicable, including, but not limited to,

Change in address

Change in credit card account status (e.g., closed account, maximum credit use)

Change in expiration date of credit card account

Upon completion of all registration information and acceptance of this Agreement, Subscriber will receive a password, user ID, and when applicable, a PIN and telephone number(s).

Subscriber is solely responsible for the maintaining the confidentiality of Subscriber's password and PIN, and will be responsible for all transactions and activities that occur as a result of Subscriber's disclosure of such password and/or PIN, whether or not such transactions and/or activities were authorized by Subscriber.

Subscriber shall not give account information to third parties and shall at all times be responsible and liable for any transactions or activities that occur on Subscriber's account.

Subscriber shall immediately notify SIGMA Instrument Methods Inc. if any unauthorized use of Subscriber's account has occurred or of any other breach of security.

#### 4. TERMINATION AND REFUND.

##### SUBSCRIBER RIGHTS TO CHANGE OR END THIS AGREEMENT

Subscriber may terminate its rights to receive Services hereunder by providing written notice to SIGMA Instrument Methods Inc..

If Subscriber terminates its rights to receive Services hereunder in the manner prescribed above, Subscriber will be billed through the end of the billing cycle in which such rights are terminated.

Upon any termination of Subscriber's right to receive Services hereunder, Subscriber shall immediately cease to use the Services and SIGMA Instrument Methods Inc. shall have no further obligations whatsoever to Subscriber.

Any change in Service requested by Subscriber shall be at SIGMA Instrument Methods Inc.'s discretion and shall be subject to the provisions of this Agreement.

SIGMA Instrument Methods Inc. will refund the membership fee within the first 30 days of the account creation if the SUBSCRIBER wishes to cancel their membership account. If SUBSCRIBER cancels after the first 30 days of the account creation, SUBSCRIBER will be billed through the end of the current billing cycle and no refund will be issued.

Cancellations of accounts must be submitted in writing to Customer Support from the email address that was used to create the account. The Customer Support email address is conveniently located on each individual membership site. Cancellations may also be sent to:

SIGMA Instrument Methods Inc.  
258 Killaly Street West  
Port Colborne, Ontario Canada  
L3K 6A6

##### SIGMA INSTRUMENT METHODS INC. RIGHTS TO RESTRICT OR END SERVICE OR THIS AGREEMENT

To maintain or improve the Services, to prevent fraud, or for any other reason determined by SIGMA Instrument Methods Inc., SIGMA Instrument Methods Inc., at its sole discretion, may restrict, suspend, terminate or modify Subscriber's service with or without notice. Without limiting the generality of the foregoing, SIGMA Instrument Methods Inc. may restrict, suspend or terminate Subscriber's Services with or without notice for reasons including, without limitation, if Subscriber:

Incurs charges that cannot be billed Exceeds any credit limit Makes a false statement to SIGMA Instrument Methods Inc. Interferes with SIGMA Instrument Methods Inc. customer service or other business operations Becomes insolvent or go bankrupt Breaches any part of this Agreement SIGMA Instrument Methods Inc. may also do so if:

Subscriber's credit information cannot be verified. SIGMA Instrument Methods Inc. believes or suspects that Subscriber's account is being misused or used by anyone for unlawful activity. SIGMA Instrument Methods Inc. believes or suspects that the use of Subscriber's account adversely affects or has the potential to affect service to other customers. SIGMA Instrument Methods Inc. believes or suspects that the use of Subscriber's account adversely affects or has the potential to affect SIGMA Instrument Method's operations.

Upon any termination in accordance with the foregoing, SIGMA Instrument Methods Inc. may immediately deactivate or delete Subscriber's account and all related information and files in Subscriber's account, reassign any telephone numbers associated with the account, and/or bar any further access to such files, information, or the Services.

SIGMA Instrument Methods Inc. shall not be liable to Subscriber or any third party for any reason for terminating this Agreement or access to Services or for modifying this Agreement and/or the Services.

#### 5. WARRANTY DISCLAIMER.

THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND SIGMA INSTRUMENT METHODS INC. MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY SIMILAR WARRANTY WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF. SIGMA INSTRUMENT METHODS INC. MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES ARE FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OF PROPRIETARY RIGHTS. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SERVICES SHALL BE BORNE SOLELY BY SUBSCRIBER.

SIGMA INSTRUMENT METHODS INC. MAKES NO WARRANTY THAT THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. SIGMA INSTRUMENT METHODS INC. IS NOT RESPONSIBLE FOR MESSAGES OR INFORMATION LOST OR MISDIRECTED DUE TO INTERRUPTIONS OR FLUCTUATIONS IN THE SERVICES OR THE INTERNET IN GENERAL.

SIGMA INSTRUMENT METHODS INC. DOES NOT MAKE ANY WARRANTY PERTAINING TO ANY GOODS OR SERVICES PURCHASED, OBTAINED, SECURED OR ACQUIRED THROUGH THE SERVICES OR ANY TRANSACTION ENTERED INTO THROUGH THE SERVICE.

SIGMA INSTRUMENT METHODS INC. DOES NOT WARRANT THE ACCURACY OR RELIABILITY OF THE RESULTS OBTAINED THROUGH USE OF THE SERVICES OR ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES. SUBSCRIBER ACKNOWLEDGES THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES ARE AT SUBSCRIBER'S SOLE RISK AND DISCRETION AND SIGMA INSTRUMENT METHODS INC. WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER OR SUBSCRIBER'S PROPERTY.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY SUBSCRIBER FROM SIGMA INSTRUMENT METHODS INC., ITS EMPLOYEES, OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO SUBSCRIBER.

## 6. LIMITATION OF LIABILITY

Due to ongoing research and experience the field of computer-assisted chiropractic instrument treatment, information is constantly changing. Although SIGMA Instrument Methods Inc. has made every effort to ensure accuracy and completeness of information presented on this website, the user must be aware that SIGMA Instrument Methods Inc., cannot be responsible for the ongoing currency of this information nor for any omissions, nor any consequences arising from the use of this information.

IN NO EVENT SHALL SIGMA INSTRUMENT METHODS INC. BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER ARISING UNDER CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY. SIGMA INSTRUMENT METHODS INC.'S LIABILITY FOR DAMAGES, REGARDLESS OF THE FORM OF THE ACTION, SHALL NOT EXCEED THE LICENSE FEE PAID BY SUBSCRIBER FOR THE SERVICES, IF ANY. The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this Section will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO SUBSCRIBER.

## 7. INDEMNIFICATION.

Subscriber shall indemnify and hold harmless SIGMA Instrument Methods Inc., its directors, officers, employees and agents from and against all liabilities, losses, costs, expenses (including reasonable attorneys' fees), and damages resulting from any negligent acts, omissions or willful misconduct by Subscriber, Subscriber's use of the Services and/or any breach of the terms and conditions of this Agreement by Subscriber.

## 8. INTERNATIONAL USE

SIGMA Instrument Methods Inc. makes no representation that materials on its web site(s) are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Subscriber agrees to comply with all applicable foreign and domestic laws, rules and regulations regarding the transmission of technical data exported from or imported to the United States or the country in which Subscriber resides.

## 9. MODIFICATION TO SERVICES.

During the term of this Agreement, SIGMA Instrument Methods Inc. may modify or discontinue the Services at any time and with or without notice to Subscriber.

Without limiting the generality of the foregoing, SIGMA Instrument Methods Inc. may, from time to time, with or without notice and at its sole discretion, establish or change various practices, limitations and restrictions for administering such Services, including without limitation: (a) how often all or a part of the Services or account may be accessed; (b) the duration of any access; (c) the maximum number of days that messages or postings will be retained; (d) the maximum number of messages or postings allowed; (e) the size and nature messages and postings; (f) the maximum storage space available for an account; and (g) any other matter related to the administration of the Services;

Subscriber agrees that SIGMA Instrument Methods Inc. shall not be responsible or liable in any way for deactivation or deletion of accounts or for loss of emails, audio clips, voice mails, uploads, communications, postings, data or information as a result of, or arising out of, administration of the Services, whether or not Subscriber is given prior notice thereof.

SIGMA Instrument Methods Inc. may delete accounts that are inactive for an extended period of time.

SIGMA Instrument Methods Inc. shall not be liable to the Subscriber or any third party for any reason for SIGMA Instrument Methods Inc. modifying or terminating the Services, in whole or in part.

Subscriber is responsible for creating a back-up copy of any important or critical information that is stored on the Services. SIGMA Instrument Methods Inc. shall not be responsible or liable in any way for any information or data loss in connection with the Services.

## 10. MODIFICATION TO AGREEMENT.

SIGMA Instrument Methods Inc. reserves the right to change the terms and conditions of this Agreement, by posting a revised version of the Agreement at Terms of Service or its successor site.

Use of the Services signifies Subscriber's agreement to all terms, conditions and notices contained or referenced herein. Continued use of any part of the Services following the posting of any changes to this Agreement constitutes acceptance of those changes, and all changes shall thereupon become binding upon the Subscriber.

If Subscriber does not agree to the changes, Subscriber shall immediately cease all use of the Services.

## 11. RULES AND REGULATIONS

Subscriber shall be solely liable for any transmissions sent through the Service. SIGMA Instrument Methods Inc. has no control over the content of any transmission nor will it be liable for such content.

Subscriber shall not use the Services to create or distribute any images, sounds, messages or other materials, which are obscene, harassing, racist, malicious, fraudulent infringing or libelous, nor use the Services for any activity that may be considered or are unethical, immoral, violative of any third party's rights, or illegal.

Further, Subscriber will abide by all rules, regulations, procedures and policies of SIGMA Instrument Methods Inc. and any policies of the networks connected to the Services. Subscriber agrees to abide by all applicable local, state, national, foreign and international laws and regulations and is solely responsible for all acts or omissions that occur under Subscriber's account or password, including the content of Subscriber's transmissions through the Service. By way of example, and not as a limitation, Subscriber agrees not to:

Use the Service in connection with chain letters, junk email, voice mail, faxes, spamming or any duplicative or unsolicited messages (commercial or otherwise);

Harvest or otherwise collect information about others, including email addresses, without their consent;

Create a false identity or forged email address or header, or otherwise attempt to mislead others as to the identity of the

sender or the origin of the message;

Transmit through the Service unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature;

Transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity;

Transmit any material that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs;

Violate any U.S. or foreign law regarding the transmission of technical data or software exported through the Service;

Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks;

Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means;

Interfere with another member's use and enjoyment of the Service or another entity's use and enjoyment of similar services.

SIGMA Instrument Methods Inc. is under no obligation to monitor the information or content available or transmitted through the Services. Subscriber agrees that SIGMA Instrument Methods Inc. shall have the right, but not the obligation, at its sole discretion, to refuse or remove any content, in whole or in part, that violates this Agreement or is otherwise objectionable. Subscriber acknowledges and agrees that SIGMA Instrument Methods Inc. may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: Comply with legal process Enforce this Agreement Respond to claims that any Content violates the rights of third-parties Protect the right, property, or personal safety of SIGMA Instrument Methods Inc., its users and the public. Subscriber may provide information, including but not limited to feedback, data, answers, questions, comments, suggestions, plans and ideas to SIGMA Instrument Methods Inc.. Such information shall be deemed nonconfidential and SIGMA Instrument Methods Inc. assumes no obligation to protect such information from disclosure. The submission of such information to SIGMA Instrument Methods Inc. shall in no way prevent the purchase, manufacture, or use of similar products, services, plans and ideas by SIGMA Instrument Methods Inc. for any purpose whatever. SIGMA Instrument Methods Inc. shall be free to reproduce, use, disclose and distribute such information to others without restriction. Subscribers shall have no recourse against SIGMA Instrument Methods Inc. for alleged infringement or misappropriation in connection with any information or materials submitted to SIGMA Instrument Methods Inc hereunder.

## 12. ELECTRONIC TRANSACTIONS

Subscriber agrees that by entering into transactions with SIGMA Instrument Methods Inc., Subscriber affirms consent to receive all information, copies of agreements and correspondence ("Documents") from SIGMA Instrument Methods Inc. in an electronic format, and to also send information to SIGMA Instrument Methods Inc. in an electronic format, either through Subscriber's account or via email, at SIGMA Instrument Methods Inc.'s discretion. Subscriber agrees to treat any such electronic Documents

received from SIGMA Instrument Methods Inc. or sent to SIGMA Instrument Methods Inc. as being legally equivalent to any "written" information Subscriber would receive or send in print or by postal mail. Subscriber's transactions with SIGMA Instrument Methods Inc. indicates that Subscriber agrees to treat all electronic Documents received from or sent to SIGMA Instrument Methods Inc. as having full legal enforceability and legal effect. In any situation where Subscriber's signature may be required to process a transaction, compliance with a commercially reasonable attribution procedure agreed to or adopted by the parties or established by law for authenticating a record shall authenticate the record. Without limiting the foregoing, the parties agree that if Subscriber enters the username of Subscriber's account, and enters the PIN number or password associated with the account, such process shall constitute a legally-binding signature by Subscriber. Subscriber acknowledges and agrees that SIGMA Instrument Methods Inc. will not be responsible for Subscriber's failure to receive any electronic Documents, and in the event Subscriber is expecting to receive some electronic Documents that in fact Subscriber does not receive, Subscriber will notify SIGMA Instrument Methods Inc. immediately. Subscriber further acknowledges and agrees that Subscriber's responsibilities or the methods by which SIGMA Instrument Methods Inc. sends Subscriber electronic Documents may be altered from time to time, at SIGMA Instrument Methods Inc.'s discretion, and SIGMA Instrument Methods Inc. will give Subscriber advance notice of such changes. Subscriber agrees that Subscriber will take all reasonable measures to protect the security and confidentiality of all PINs, usernames and passwords issued hereunder and will inform SIGMA Instrument Methods Inc. immediately if Subscriber discovers that any of these items have been given out (intentionally or accidentally) to other people.

Subscriber agrees that Subscriber will review Subscriber's transaction(s) carefully prior to accepting them and that once Subscriber accepts any transaction, it will be final, binding upon Subscriber and unchangeable in any way.

### 13. BILL PAYMENT.

SIGMA Instrument Methods Inc. will charge Subscriber the rates in effect under Subscriber's subscription plan, plus any enhanced service charges at the time of subscription, as such rates may be updated by SIGMA Instrument Methods Inc. from time to time. Some charges (such as, but not limited to, surcharges) may accumulate in Subscriber's account before Subscriber is charged for such amounts, or such amounts may be charged to Subscriber as assessed. If Subscriber has enrolled in a then-current subscription plan and chooses to change the plan, and if there are one or more days remaining on Subscriber's current subscription, Subscriber will be credited for those days in the calculation of Subscriber's charges. Subscriber's billing cycle starts on the day the subscription purchase is successfully processed. If there is a change in subscription plan, there may be a resulting change in Subscriber's billing date.



Subscriber agrees that all payments will be made to SIGMA Instrument Methods Inc. via credit or debit card, issued by a US or Canadian bank, including MasterCard®, VISA®, American Express® or Discover®. SIGMA Instrument Methods Inc. may change the credit cards accepted at any time, at its sole discretion. Subscriber's name and address as it appears on Subscriber's SIGMA Instrument Methods Inc. account must also be on the credit account from which Payment is made. If Subscriber provides a credit card number that SIGMA Instrument Methods Inc. accepts for payment of Subscriber's monthly bills, Subscriber is authorizing SIGMA Instrument Methods Inc. to charge the amounts Subscriber owes, then or later, to that credit card account and to demand immediate payment from the card issuer. Subscriber also agrees to pay, under the terms of Subscriber's agreement with the card's issuer, the amounts charged to Subscriber's credit card. Every time Subscriber uses SIGMA Instrument Methods Inc. Services, Subscriber re-affirms that SIGMA Instrument Methods Inc. is authorized to charge Subscriber's card. Subscriber agrees to authorize SIGMA Instrument Methods Inc. to charge purchases made online to the credit card account supplied to SIGMA Instrument Methods Inc. when the subscription was initiated, or the card that SIGMA Instrument Methods Inc. has on file when the purchase is made. Subscriber agrees to pay all costs and expenses, including without limitation attorney's fees, incurred by SIGMA Instrument Methods Inc. to collect any monies due under terms of this Agreement.

#### 14. AFFILIATE FEES

SIGMA Instrument Methods Inc. offers an "Affiliate Program" to reward those who refer new clients to SIGMA Instrument Methods Inc.. Subscriber agrees that SIGMA Instrument Methods Inc. reserves the right to determine through its own means who, if anyone, gets "credit" for a new client. Subscriber agrees that SIGMA Instrument Methods Inc. may change its Affiliate Program at any time without warning or notification including but not limited to payment method, payment schedule, payment "levels", payment calculations, reporting methods. Subscriber agrees that SIGMA Instrument Methods Inc. may cancel the affiliate program at any time without warning or notification. SIGMA Instrument Methods Inc. may use any manual or automated methods it desires to determine who a new member was referred by including but not limited to manual entry, special links, date-limited "cookies", session "cookies", or special pages. Subscriber agrees that regardless of the method chosen by SIGMA Instrument Methods Inc., it is likely that the actual number of referrals will be higher than the credited number of referrals made due to various inefficiencies in tracking technology and Subscriber further agrees to use SIGMA Instrument Methods Inc.'s count. Subscriber agrees that Subscriber will keep SIGMA Instrument Methods Inc. informed of all postal address and e-mail address changes for the Subscriber. Subscriber may appeal the amount of a payment within 30 days of a payment being sent and may request investigation into a missing payment within 30 days of when SIGMA Instrument Methods Inc. should have sent the payment under the current Affiliate program rules. Subscriber agrees that if a Subscriber's membership is terminated for any reason, Subscriber forfeits all rights to future affiliate payments.

#### 15. THIRD PARTY ADVERTISER.

Subscribers may enter into transactions with advertisers on the Services.

Such transactions shall be between Subscriber and advertisers and SIGMA Instrument Methods Inc. shall have no responsibility or liability in connection with any such transaction or the information, goods or services provided by any such advertiser.

#### 16. GENERAL.

This Agreement, including any documents incorporated herein by reference, merges all prior written and oral communications and defines the entire agreement of the parties concerning the Services.

In the event any portion of this Agreement shall be held illegal, void, or ineffective, the remaining portions hereof shall remain in full force and effect and such illegal, void or ineffective provisions shall be construed, as nearly as possible, to reflect the intentions of the parties.

All notices under this Agreement shall be in writing and delivered by email or in writing.

This Agreement shall be construed in accordance with the laws of the Province of Ontario without regard to its conflict of law provisions. Each party submit to the exclusive jurisdiction of the province and provincial courts located in Ontario, and irrevocably waive any right that such party may have to assert the such forum is not convenient or that any such court lacks jurisdiction.

Subscriber agrees and acknowledges that any breach of the provisions regarding ownership contained in this Agreement shall cause SIGMA Instrument Methods Inc. irreparable harm and SIGMA Instrument Methods Inc. may obtain injunctive relief as well as seek all other remedies available to SIGMA Instrument Methods Inc. in law and in equity.

Subscriber shall not transfer or assign this Agreement or Subscriber's rights under this Agreement. Any purported transfer or assignment in violation of this section is void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties, their successors, permitted assigns and legal representatives.

The failure of SIGMA Instrument Methods Inc. to exercise its rights under this Agreement will not be construed as a waiver of such rights, nor will it in any way affect the validity of this Agreement. The provisions of this Agreement relating to intellectual property ownership, restrictions on use or disclosure of the Services, disclaimers of warranties, limitations of liability and indemnification shall survive termination or expiration of this Agreement for any reason.

The U.N. Convention for the Sale of Goods shall not be applicable to this license of the Services to Subscriber.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

IF YOU WOULD LIKE ANOTHER OPPORTUNITY TO REVIEW THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE SCROLL TO THE TOP OF THIS WEB PAGE.

IF YOU DO NOT ACCEPT - PROMPTLY EXIT FROM THIS WEB PAGE