

MEMBERSHIP AGREEMENT

1. **Introduction.** Welcome to www.tradeyourstuffonline.com (the "Site") brought to you by TRADEYOURSTUFFONLINE INC. ("TYSO"). This Agreement, together with the TYSO's privacy policy sets forth the terms and conditions governing your access and use of the Site and services offered by TYSO (collectively, the "Services") from the Site.

2. **Ownership of Site.** Title, ownership rights and all intellectual property rights in and to the Site, its design and contents and the selection and arrangement thereof from time to time (collectively, the "Site Materials") are owned by TYSO or its licensors or applicable third parties and are protected by the applicable laws relating to copyright, trade marks, trade names, database rights and other intellectual property rights and international treaty provisions. All rights not expressly granted to you hereunder are reserved to TYSO and its licensors or applicable third parties.

3. **Eligibility.** TYSO's services are available only to, and may only be used by individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, TYSO's services are not available to persons who are not of legal age in the jurisdiction that you are resident (your "Local Jurisdiction") and in any event at least 18 years of age or to TYSO members who have been terminated or are temporarily or indefinitely suspended. If you are not of legal age and in any event at least the age of 18, you can use this Site only in conjunction with, and under the supervision of your parents or guardians. Further, your TYSO membership account, including feedback and user name may not be transferred or sold to another party. If you are registering as a legal entity other than a natural person, you represent to TYSO that you have the authority to bind the entity to this Agreement.

4. **Fees and Taxes.** Membership fees, and charges for posting items for exchange through the Site may be found before placing an ad. Fees and charges for the Services are exclusive of all applicable taxes, including without limitation, value added taxes, goods and services taxes, use or excise taxes and sales taxes, unless expressly stated otherwise. Any failure of TYSO to collect such taxes and charges shall not relieve your obligation remit such taxes and charges to the appropriate authority. Unless you notify TYSO of any discrepancies within thirty (30) days after date of purchase, you agree that all fee and charges will be deemed accepted by you for all purposes. Certain taxes and government charges may be payable in relation to a transaction. TYSO accepts no responsibility for such taxes and other government charges on transactions on the Site.

5. **Your Obligations.**

- (a) "Submitted Material" means any data, information or material that you provide to TYSO or other users at any time while using the Site, including without limitation, your personal information, listing material and information, transaction information, feedback which you give to others and any information submitted to a public message area. Submitted Material (or any items listed) and your activities on the Site shall not:
 - (i) be hateful or racially, religiously, ethnically, culturally, or otherwise objectionable defamatory, libellous, threatening or harassing;
 - (ii) be obscene or contain pornography;
 - (iii) be false, inaccurate or misleading, fraudulent or involve counterfeit or stolen items;

- (iv) infringe any third party's intellectual property rights, including trade secrecy rights and rights of publicity or privacy;
 - (v) violate any law, statute, rule or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising);
 - (vi) contain a virus, worm, trojan horse and other harmful component or code, file or program intended or designed to interrupt, destroy or limit the functionality of any computer software or hardware or communications equipment (collectively, "Viruses");
 - (vii) create any liability for TYSO or cause TYSO to lose (in whole or in part) the services of TYSO's ISPs or other suppliers; and
 - (viii) link directly or indirectly to or include descriptions of goods or services that are prohibited by the Site.
- (b) You shall comply with all policies of TYSO as may be published on the Site from time to time. You are strictly prohibited from listing any item on the Site (or consummating any transaction that was initiated using TYSO's service) that, by paying to TYSO a membership fee, could cause TYSO to violate any applicable law, statute, ordinance or regulation. You are solely responsible for Submitted Material.
- (c) You grant to TYSO a non-exclusive, royalty-free, worldwide, perpetual and irrevocable, license (with right to sublicense others) to exercise the copyright and publicity rights (but no other rights) you have in Submitted Material, in any media now known or not currently known, with respect to Submitted Material. You also waive all moral rights you have in the Submitted Material.
- (d) By agreeing to trade items you agree to be bound by the conditions of sale included in the item's description by the other trader so long as those conditions of sale are not in violation of this Agreement or otherwise unlawful. An agreement to trade an item is only void if the other trader materially changes the item's description after you have agreed to trade, a material typographical error is made, or you cannot authenticate the other trader's identity.
- (e) TYSO has no responsibility to ensure that traders will actually complete a transaction and TYSO does not accept any liability for and is not liable or responsible for the actions of any other user or the breach of another user of this Agreement. TYSO has established a user feedback system to help you evaluate with whom you are dealing. TYSO also encourages you to communicate directly with potential trading partners through the tools available on the Site. You may also wish to consider using a third party escrow service or other services that provide additional user verification. If you have a dispute with one or more users, you release TYSO and TYSO's affiliated entities and their respective officers, directors, agents and employees from claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.
- (f) You agree that you will not copy, reproduce, modify, create derivative works from, distribute or publicly display any content (except for Submitted Material)

from the Site without the prior expressed written permission of TYSO and the appropriate third party, as applicable.

- (g) You are responsible for the protection of your user name, password and other personal information which comprises the Submitted Material (collectively your "Personal Information"). You will take all necessary steps to protect your Personal Information from disclosure. You will not divulge your Personal Information to any third party. You will not permit any third party to use the Site, the Services or Site Materials by using your Personal Information. You are solely liable for any and all losses, damages, costs or expenses that occur due to the disclosure of your Personal Information, whether authorized by you or not. If you know or suspect that someone else may know your password, you must change it immediately.
- (h) It is necessary for TYSO to collect Personal Information from you in order to set up and maintain your user account. TYSO's use and maintenance of your Personal Information is detailed in TYSO's privacy policy which forms and integral part of this Agreement and which may be amended by the TYSO from time to time in the same manner as this Agreement may be amended.

6. **Hosting**. You acknowledge and agree that the Internet is susceptible downtime. TYSO does not warrant that the hosting of the Site will be uninterrupted. TYSO reserves the right to temporarily suspend operation of this Site for the purpose of repair, maintenance or improvement of any of our systems. You shall not be entitled to any set off, discount, refund or other credit in the case of any outage.

7. **Monitoring Communication Services**. Although TYSO shall have no obligation to monitor any communication Services, TYSO reserves the right at any time, in its sole discretion, to (a) monitor use of the Services and Site, including without limitation all communications posted through its communication Services, (b) disclose any Submitted Material posted by you or any other user as necessary or desirable to satisfy any law, regulation or governmental or court request, enforce this Agreement, respond to claims that any Submitted Materials violates third party rights, or protect the rights and property of TYSO, the Site's users and the public, and (c) edit, refuse to post or to remove any Submitted Materials, in whole or in part.

8. **Term and Termination**. This Agreement is effective from the date you click on the "I Agree" button and it shall continue in effect until terminated as provided herein. TYSO may terminate this Agreement or temporarily or indefinitely suspend your use of the Services and Site at any time, remove your listings, warn TYSO's other members of your actions if you fail to pay any fees, if you breach this Agreement or any policy referred to herein or contained on the Site, if TYSO is unable to verify any information you submit to it or if TYSO believes that your actions may cause financial loss or liability to you, TYSO's other members or TYSO. TYSO reserves the right to refuse to accept a membership from any person for any reason in its sole discretion. You may terminate this Agreement at any time by notifying TYSO in writing prior to such termination. In such event, you shall not be entitled to refund of any portion of any fee paid by you. Upon termination of this Agreement, you shall immediately discontinue use of the Site, Services and Site Materials.

9. **NO WARRANTIES**. THE SITE, SERVICES AND SITE MATERIALS ARE SUPPLIED TO YOU "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TYSO

DOES NOT WARRANT THAT THE SERVICES, THE SITE OR SITE MATERIALS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR BE FREE OF VIRUSES OR THAT THE OPERATION OF THE SITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR SECURE, OR THAT ANY SITE DEFECTS ARE CORRECTABLE OR WILL BE CORRECTED. THE ENTIRE RISK AS TO THE USE, QUALITY AND PERFORMANCE OF THE SITE, THE SERVICES AND SITE MATERIALS LIES WITH YOU.

10. **LIMITED LIABILITY.** IN NO EVENT WILL TYSO, ITS LICENSEES, LICENSORS, DISTRIBUTORS, SUBSIDIARIES, AFFILIATES AND ALL OF THEIR OFFICERS AND DIRECTORS, NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SITE OR THE SERVICES OR THE SITE MATERIALS, BE LIABLE FOR ANY DAMAGES OR LOSSES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SITE, THE SERVICES OR THE SITE MATERIALS. THIS DISCLAIMER AND LIMITATION APPLIES REGARDLESS OF THE CAUSE OR NATURE OF THE LOSSES OR DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFITS, INTERRUPTIONS, LOSS OF DATA, INACCURATE RESULTS, OR DELAYS, AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF TYSO IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BY AGREEING TO THE TERMS OF THIS AGREEMENT, YOU ALSO ACKNOWLEDGE THAT THE PAYMENT OF ANY CONSIDERATION HEREUNDER, IF ANY, REFLECTS THIS ALLOCATION OF RISK.

11. **LIMITATION OF ACTIONS.** ANY ALLOWABLE CLAIM, IF ANY, WHICH YOU MAY BRING AGAINST TYSO, MUST BE BROUGHT NO LATER THAN ONE HUNDRED AND EIGHTY DAYS AFTER THE DATE OF THE EVENT GIVING RISE TO THE CLAIM, AND YOU HEREBY WAIVE ANY RIGHT TO BRING ANY CLAIM NOT BROUGHT WITHIN SUCH ONE HUNDRED AND EIGHTY DAY PERIOD.

12. **Maximum Liability.** Notwithstanding anything to the contrary provided for herein, you acknowledge that TYSO's maximum liability to you under this Agreement and your sole remedy hereunder, shall not exceed the total amount you paid to TYSO to use the Services, the Site and Site Materials during the most recent thirty (30) days immediately prior to the event giving rise to the liability.

13. **Jurisdictional Restrictions.** Some jurisdictions do not allow limitation or exclusion of liability, or exclusion of statutory warranties in which case Sections 9, 10, 11 and 12 may not apply to you in full.

14. **Indemnity.** You agree to indemnify and hold harmless TYSO, its licensees, licensors, distributors, subsidiaries, affiliates, service providers, members and all of their officers and directors, and anyone else involved in creating, producing or delivering the Site, the Services or the Site Materials from and against any suit, demand, cause of action, claim, liability, damages, costs, expenses (including reasonable legal fees) fines, penalties, fees or any other charges whatsoever that result or arise, directly or indirectly from:

- (a) your use or misuse of the Site, the Services and/or the Site Materials;
- (b) your breach of any provision of this Agreement including but not limited to the breach of any warranty, representation or covenant given by you hereunder; and

- (c) any action undertaken by TYSO (i) to determine or clarify any of its rights or obligations hereunder; (ii) to protect and/or enforce its rights hereunder; or (iii) to collect any amounts due under this Agreement.

15. **Waiver.** Any waiver of any provision of this Agreement must be in writing signed by TYSO to be valid. A waiver of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future.

16. **Severability.** If one or more of the provisions or part(s) of a provision of this Agreement are at any time found to be invalid by a court, tribunal or other forum of competent jurisdiction, or rendered unenforceable, that decision shall not invalidate or void the remainder of this Agreement or, in the case of such a decision in relation to a part of a provision, that decision shall not invalidate or void the remainder of that provision. This Agreement shall be deemed amended by modifying or severing such provisions or parts of provisions as necessary to render it valid, legal and enforceable while preserving its intent, or if that is not possible, by substituting another provision or another part of a provision that is valid, legal and enforceable which materially gives effect to the parties' intent.

17. **Entire Agreement.** This Agreement represents the entire understanding and agreement between the parties relating to the subject matter herein and supersedes any and all prior statements, understandings or agreements whether oral or written, and shall not be modified except in writing, signed by you and TYSO or in accordance with Section 21.

18. **Survival.** The terms and conditions of this Agreement that by their sense and context are intended to survive after termination of this Agreement shall survive such termination.

19. **Laws.**

- (a) You are subject to the laws of your Local Jurisdiction and are solely responsible for adhering to the applicable laws of your Local Jurisdiction. You agree that TYSO cannot be held liable if laws applicable to you restrict or prohibit your participation in the Site, the Services or the Site Materials. TYSO makes no representations or warranties, express or implied, as to your legal right to participate in any Services or Site Materials offered on the Site, including any prize award features, if any, nor that the Services or Site Materials offered through the Site are available for use in all locations, or that they comply with any legal or regulatory requirements of all jurisdictions. Those who choose to access the Site do so at their own risk and on their own initiative and are responsible for compliance with local laws, to the extent any local laws are applicable.
- (b) This Site does not, nor do the Services or Site Materials constitute an offer or solicitation to buy or sell any product, service or information to anyone in any jurisdiction in which an offer or solicitation is not authorized or cannot legally be made or to any person to whom it is unlawful to make an offer or solicitation.
- (c) TYSO reserves the right to monitor the geographical location from which you access the Services, and to block access from any jurisdiction in which participation may not be permissible, as determined in the sole discretion of TYSO. Personal Information you provide may be used to determine your geographical location.
- (d) This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the

laws of the Province of Manitoba and the federal laws of Canada applicable therein. You agree that any legal action or proceeding between TYSO and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a court of competent jurisdiction sitting in Winnipeg, Manitoba.

20. **Arbitration.** Any dispute, difference or question (a "Dispute") between the parties with respect to the interpretation or application of any provision of this Agreement, with respect to the performance or alleged failure to perform by TYSO hereunder, or with respect to any other matter which is not specified in this Agreement shall be resolved as specified in this Section. If TYSO and you can agree upon one, the Dispute shall be referred to a single arbitrator for a decision. If TYSO and you cannot agree upon a single arbitrator, then one of the parties to the Dispute shall appoint an arbitrator of its choosing and notify the remaining party to the Dispute, in writing and within fourteen (14) days of receipt of such notice of appointment, the other party to the Dispute shall appoint an arbitrator of its own choosing and notify the other party of such appointment. The arbitrators so appointed shall then, within ten (10) days of the appointment of the last of them, appoint a third person to be known as the umpire. The board of arbitration comprised of the arbitrators appointed by the parties to the Dispute and the umpire, shall commence the arbitration within seven (7) days of the umpire's appointment. If either party to the Dispute fails to appoint an arbitrator within the prescribed time limit, and there then be one arbitrator appointed, the arbitrator so appointed shall, at the request of the party appointing him, proceed to hear and determine the matter as if he were a single arbitrator appointed by all the parties for that purpose. Decisions of the majority of the board of arbitration, or if only one arbitrator is appointed, then a decision of the single arbitrator, shall be final and binding upon all of the parties and there shall be no appeal from said decision. The arbitration shall be held in Winnipeg, Manitoba at a location designated by the board of arbitration. When not inconsistent with the provisions of this Section, *The Arbitration Act* (Manitoba) or any statutory modification or replacement thereof for the time being in force shall govern the arbitration proceedings. In the event of the appointment of one arbitrator, the parties shall share equally the costs of such arbitrator, and in the event that three arbitrators are appointed as provided herein, each party shall bear its costs for its appointed arbitrator and one-half the costs of the third arbitrator.

21. **Amending Agreements.** TYSO may modify, restate or amend the terms and conditions of this Agreement or any policy referred to herein or contained on the Site or change or modify the Services, from time to time, by posting notice and a link to the amendment of the change, modification, restatement or amendment upon no less than Seven (7) days prior to the effective date (on TYSO's login page of the Site). TYSO may change the membership fees and/or other fees from time to time without prior notice. A copy of this Agreement, as updated from time to time, is available for your review at any time. If you commence or continue to use the Services or Site after the effective date of the modification, restatement or amendment to the terms and conditions of this Agreement, or of the change or modification to the Services or the membership or other fees, you will be deemed to have accepted the change whether or not you have chosen to read the web site notice.

22. **Sections and Headings.** The division of this Agreement into Sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

23. **Number, Gender and Persons.** In this Agreement, words importing the singular number only shall include the plural and vice versa, words importing gender shall include all genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities of any kind whatsoever.

24. **Successors and Assigns.** This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and, where the context so permits, their respective heirs, personal representatives, successors and assigns. You may not assign any of your rights or obligations hereunder without the prior written consent of TYSO.

25. **Notices.** Any notice or other communication required or permitted to be given hereunder may be in writing and may be delivered in person, transmitted by email or sent by registered mail, charges prepaid, addressed to your last known email address. Any such notice or other communication shall be deemed to have been given and received on the day on which it was sent.

26. **No Agency.** You and TYSO are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

27. **Language.** The parties hereto have expressly requested that this Agreement and all related documents be drafted in English. Les parties aux présentes ont expressément requis que les présentes et tout document y affèrent soient rédigés en langue anglaise.

28. **Questions.** If you have any questions about this Site you can contact us.

IMPORTANT - YOU ARE ABOUT TO EXECUTE A BINDING AGREEMENT. CLICKING ON THE "I Agree" BUTTON BELOW CONSTITUTES A VALID SIGNATURE. ACCORDINGLY, IF YOU CLICK ON THE "I Agree" BUTTON, THIS INDICATES YOUR ACCEPTANCE OF THIS AGREEMENT, AND YOU WILL BE IMMEDIATELY BOUND BY THE TERMS, CONDITIONS AND OBLIGATIONS OF THIS AGREEMENT. IF YOU CLICK ON THE "I Do Not Agree" BUTTON YOU WILL NOT BE BOUND BY THIS AGREEMENT, BUT WILL NOT BE PERMITTED TO ACCESS THE SITE OR SERVICES.