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1. General

The website located at www.instorecorp.com, and all associated sites linked to www.instorecorp.com (collectively, the "Site"), is provided to you by In-Store Products Limited and its affiliates ("InStore"). Your use of the Site is subject to the following terms and conditions, as may be amended from time to time (the "Terms"). If you do not agree to the Terms, please do not use the Site. The Terms are a legal agreement.

In order to access and use the services related to or offered on the Site (the "Services") or to purchase any product offered for sale through the Site (the "Products"), you will be deemed to agree to the Terms and InStore's Privacy Policy, which, among other things, governs our collection, use, sharing, retention and security of your personal information. Services may include, without limitation, tools, applications, email services, bulletin and message boards, chat areas, news groups, forums, communities and downloadable mobile applications related to the Site.

2. Use of the Site

You may view and print out webpages from the Site for personal, informational and non-commercial use but may not otherwise copy, reproduce, modify, collect, republish, distribute or catalogue any of the Site, including, without limitation, any webpages, text, images, illustrations, graphics, sounds, videos, photographs, text, software and other information or data contained in the Site (collectively, the "Content"), without InStore's written consent. Except as expressly permitted by InStore, you may not use the Site or any Content for commercial purposes.

You agree to abide by all applicable local, state, national, and international laws, and regulations, including applicable export and re-export control and economic sanction laws and regulations, with respect to your use of the Site, the Content and the Services.

3. Prohibited Use of the Site, the Products or the Services

Certain jurisdictions may have restrictions on the use of the Internet by their residents. Further, although the Site is accessible worldwide, the Products and the Services provided or accessed through or on the Site are not available to all persons or in all countries. InStore makes no representation that the Site or the Services are appropriate or available for use in all locations, and accessing the Site from and/or using the Services in territories where the Site or the Services are illegal is prohibited. If you choose to access the Site and/or use the Services from such a location, you do so on your own initiative and you are responsible for compliance with applicable local laws. You will be bound by the Terms wherever you access or use the Site or the Services.

You agree not to, directly or indirectly: (a) license, sell, rent, lease, transfer, assign, distribute, host or otherwise commercially exploit the Services or the Products; (b) modify, make derivative works of, disassemble, reverse-compile or reverse-engineer any part of the Services or the Products (the foregoing prohibitions include review of data structures or similar materials produced by programs); (c) translate, port, modify, reproduce, distribute, republish, frame, download, cache, or make or create derivative works based on any Product; (d) access the Services or the Products in order to build a similar or competitive service or product; (e) access or use the Services in a way intended to improperly avoid incurring fees or exceeding usage limits or quotas; (f) perform or disclose any benchmark or performance test of any Product or the Services; (g) remove, obscure or alter any proprietary notice on the Products; (h) use the Products (or any other tracking product offered by InStore from time to time) to track the location of any person (or property owned or used by that person) without such person's consent; (i) use the Services to collect, process or store financial or personal information, (h) use or permit the access to or use of any Product or the Services for any unlawful activity, including exporting in violation of applicable law; (j) access or use the Products, Services or any other deliverable for any use other than the those authorized in the Terms; (k) use the Site in any manner which could damage, disable, overburden or impair the Site; (l) interfere with the security of, or otherwise abuse, the Site, or any services, system resources, accounts, servers or networks connected to or accessible through the Site or affiliated or linked sites; (m) disrupt or interfere with any other person's use and enjoyment of the Site or affiliated or linked sites; (n) upload, post or otherwise transmit on the Site any viruses, worms or other harmful, disruptive or destructive files or computer programs; (o) use any robot, spider or other automatic device, or manual process, to monitor or copy the web pages or any Content contained at the Site; and/or (p) attempt to obtain unauthorized access to the Site or portions of the Site which are restricted from general access.

If you are an advertising agency, you expressly understand and agree that your own internal use of any Product or the Services does not include use of the Product by or for any of your customers or by or for any other third party (including any sister agency(ies)).

The provisions of this Section 3 shall survive termination of the Terms for any reason or termination of your access to the Site.

4. Sale of Products

InStore reserves the right, in its sole discretion, to refuse orders including, without limitation, for failure to comply with the Terms. If InStore believes that you have made a false, fraudulent, unauthorized or illegal order, InStore will be entitled to cancel the order and, if merited, inform the relevant authorities.

If you choose to register with InStore for the online purchase of a Product, you may be requested to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address and your shipping information. In that regard, you represent and warrant that: (a) you have the legal right to use any credit card(s) or other payment method(s) in connection with any such purchase; (b) your use of the Services and the Products will not violate any U.S. or other applicable law or regulation (e.g., you are not located in an embargoed country or are not listed as a prohibited or restricted party under applicable export control laws and regulations); and (c) the information you supply to us is true, correct and complete. InStore may employ the use of third party services for the purpose of facilitating payment and the completion of purchases of Products. By submitting your information, you grant InStore the right to provide such information to these third parties subject to our Privacy Policy.

Prices for all Products are subject to change, without notice. Sales taxes (if applicable) and shipping fees will be added prior to purchase. To the extent permitted by applicable law, InStore makes no representations, warranties or conditions regarding the suitability or effectiveness of the Products for any purpose.

5. Access to Certain Services

You acknowledge and agree that sensor samples to be processed by the Services shall in no event exceed 500 bytes per sample. InStore will provide you with unique login credentials for each authorized user, which may only be used by a single authorized user. By registering on the Site, you agree that you will not (i) select or use a member name or e-mail address of another person with the intent to impersonate that person; (ii) use a user name or e-mail address subject to the rights of any person without authorization; (iii) use a member name in violation of the intellectual property rights of any person; or (iv) use a member name that InStore, in its sole discretion, deems inappropriate or offensive. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account. You will notify InStore immediately of any unauthorized use of your password or account or any other breach of security. We assume no liability for any loss or damage arising from any unauthorized use of your password or account by a third party. InStore reserves the right to deactivate any login credentials for any suspected unauthorized use or any misuse of the Services or the Products.

The Services may be suspended temporarily, without notice, for security reasons, systems failure, maintenance and repair or other circumstances. You agree that you will not be entitled to any refund or rebate for such suspensions. InStore does not offer any specific uptime guarantee for the Services.

6. Order Limits

All sales are subject to availability. InStore may, in its sole discretion, limit or cancel the quantities offered on the Site or limit the sales of Products or Services to any person, household, geographic region or jurisdiction.

7. Risk of Loss

Risk of loss and title for items purchased from the Site pass to you upon our delivery to the carrier or, if such items must cross an international border, then risk of loss and title pass to you when they clear customs.

8. Product Warranty and Returns

InStore may provide a limited warranty covering certain of the Products to the original purchaser of such Products. The terms of such warranty will accompany the particular Product.

All Product returns must be made within 30 days of the delivery date and are only eligible for a refund if the original packaging is unopened. Returns shall be at the sole expense, and risk of loss, of the purchaser.

9. Violation of Terms

You acknowledge that InStore has the right, in its sole discretion, to terminate your access to the Site, without liability to you or any third party, if, InStore, in good faith, believes you have violated any of the Terms, violate any rights of InStore, interfere with any other user's access or use of the Site or if InStore decides that your use is otherwise detrimental to the Site, InStore or its suppliers or licensors. If you believe that someone has violated the Terms, you may contact InStore. InStore may decide, in its discretion, to investigate the report and decide, in its sole discretion, to take any action relating to that report. InStore does not have any obligation or liability to you for the performance or non-performance of those activities.

10. Accuracy of the Content

All Content, including, but not limited to, descriptions of processes to create derivatives, extractions, and other recipes derived from or incorporating the Products, is provided on an "as is" basis for informational purposes only and is subject to change without notice. While the Site is regularly updated, the Content may be inaccurate, out-of-date or otherwise incorrect. InStore assumes no liability or responsibility for any such errors, omissions or inaccuracies and make no representations about the accuracy, reliability, completeness, or timeliness of the Content. InStore does not: (a) guarantee the accuracy, completeness or usefulness of any information on the Site; or (b) adopt, endorse, or accept responsibility for the accuracy or reliability of any opinion, advice or statement made by any party that appears on the Site. Under no circumstances will InStore or its affiliates be responsible for any loss or damage resulting from your reliance on information or other content posted on the Site. By using the Site, you acknowledge and agree that InStore and its affiliates, shareholders, directors, officers, employees and agents are not and will not be subject to any liability based on any errors or omissions in the Content, whether or not any of such persons knew or should have known of any such errors or omissions in the Content or were responsible for or participated in the inclusion or omission of the Content.

The Content may contain certain historical information. Historical information, by definition, is not current and is provided for your reference only. In particular, InStore may provide historical information regarding miner revenues or profitability that is based on information available to us. This information is not provided as financial advice and is not intended to provide any indication of future profitability. All use of such information is at your sole risk.

11. Content and Data

a. User Content

All content or data received by a Product, or which you deliver into the Services or otherwise provided by or on your before to InStore (whether directly or indirectly) ("User Content"), is and will remain your exclusive property. You hereby grant InStore, during the term of the Terms, a worldwide, non-exclusive, irrevocable, non-transferable (other than as contemplated by Section 24), royalty-free license to access, use, host, reproduce, distribute, display, commercialize, modify and/or prepare derivative works of all User Content, which license extends to any third party(ies) assisting InStore in providing the Services. Such license shall survive termination of the Terms for any reason or termination of your access to the Site.

b. InStore Content

All content, software functionality or data made available to you through access or use of the Products or the Services or otherwise provided by InStore ("InStore Content"), is and will remain the exclusive property of InStore and its licensors. You may only use the InStore Content for your own internal use in connection with a Product, subject to the terms hereof.

12. Intellectual Property and Proprietary Rights

As between the parties, InStore owns and retains all right, title and interest in and to all of the Products, all improvements, modifications and derivative works of the foregoing, and all intellectual property rights in any of the foregoing. To the extent that you acquire any right, title or interest in or to any Product or the Services including, without limitation, any deliverable, or any intellectual property rights therein, you hereby assign to InStore all such right, title and interest therein.

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Reservation of Rights. InStore and its affiliates' products, services, methods and processes may be covered by one or more patents or other statutory intellectual property rights, and are subject to trade secret and other proprietary rights. InStore and its affiliates reserve all such rights.

13. Content Posted by You and Feedback

You agree you are and shall remain solely responsible for the contents of any submissions you make, whether by way of upload, post, e-mail, transmission or otherwise ("User Generated Content"), and you will not submit material that is unlawful, defamatory, abusive or obscene, provided that User Content shall be deemed not to be User Generated Content for the purposes hereof. You agree that you will not submit anything to the Site that will violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s).

In the event that you provide InStore with suggestions, comments or other feedback regarding the Products or the Services ("Feedback"), InStore may, and you hereby grant InStore a worldwide, royalty-free license to freely use, disclose, reproduce, license, distribute and otherwise commercially exploit such Feedback in connection with any product, technology, service, specification or other documentation. The provisions of this Section 13 shall survive termination of the Terms for any reason or termination of your access to the Site.

14. Changes to the Terms, the Site, the Content and the Services

InStore reserves the right to make changes to the Terms, effective when posted, and the right to change any aspect of the Site, at any time without any notice or liability to you. Further, InStore reserves the right to remove any Content at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content), or for no reason at all.

InStore reserves the right, at any time, to modify, suspend or discontinue the Services or any part thereof without any notice to you. You agree that InStore will not be liable to you or to any third party for any modification, suspension or discontinuance of the Services or any part thereof. Further, InStore may, from time to time and without prior notice, add, delete or change the features or functionality of the Products or the Services, as InStore generally makes such additions, deletions or changes available to its other customers. InStore may discontinue furnishing content or data from third parties to the extent such third party content or data ceases to be incorporated into the Service for any reason without any notice to you.

15. Liability Disclaimer

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YOU EXPRESSLY UNDERSTAND AND AGREE THAT INSTORE AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, PROFITS, OR OTHER INTANGIBLE LOSSES, RELATED TO, OR ARISING FROM, DIRECTLY OR INDIRECTLY, (1) YOUR USE OR INABILITY TO USE THE SITE; (2) YOUR USE OF OR RELIANCE ON THE CONTENT CONTAINED IN OR THROUGH THE SITE; OR (3) ANY OTHER MATTER RELATED TO THE SITE.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT INSTORE IS NOT RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER AND HOWSOEVER CAUSED, ARISING OUT OF OR IN CONNECTION WITH THE USE OR MISUSE OF THE SITE OR IN RELIANCE ON THE CONTENT ON THE SITE, WHETHER IN AN ACTION OF CONTRACT, CIVIL

LIABILITY, NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF INSTORE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE REASONABLY FORESEEABLE.

FROM TIME TO TIME, INSTORE MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT ON THE SERVICES. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR COLLATERAL, AND MAY BE MODIFIED OR DISCONTINUED AT INSTORE'S SOLE DISCRETION WITHOUT NOTICE. THE PROVISIONS OF THIS LIABILITY DISCLAIMER SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

In certain circumstances, InStore makes early and pre-production (alpha) software code ("Pre-production Code") available to users of the Services. Pre-production Code is not finished code and may contain errors. The use of Pre-production Code may cause loss of data and other technical malfunctions. Pre-production Code is provided "as is", without warranty of any kind. InStore will use commercially reasonable efforts to mark any such code as being "Pre-Production", "Test", "Alpha" or similar designation. By using Pre-production Code, you acknowledge and agree that, in addition to the disclaimers and limitations of warranty set forth in this Section 15, InStore shall have no liability for, and you shall indemnify InStore with respect to, any and all claims that your use of such Pre-production Code resulted in damage to you or any third party. You further agree that you shall use any such Pre-production Code only for your own internal testing and development efforts, and that you shall not make any Pre-production Code or portion thereof available to any third party.

THE PARTIES TO THESE TERMS ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS ON LIABILITY ARE REASONABLE IN THE CIRCUMSTANCES.

16. Limit on Damages and Claims

THE TOTAL LIABILITY OF INSTORE TO YOU FOR ANY PARTICULAR CLAIM ARISING FROM OR RELATED TO THE SITE OR THE SERVICES IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES ACTUALLY PAID BY YOU FOR THE SERVICES WITH RESPECT TO SUCH CLAIM, NOT INCLUDING THE COST OF PRODUCTS PURCHASED THROUGH THE SITE; AND (B) FIFTY DOLLARS (CAD\$50.00). NOTWITHSTANDING THE FOREGOING, THE CUMULATIVE LIABILITY OF INSTORE TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE SITE OR THE SERVICES IS LIMITED, IN AGGREGATE, TO THE GREATER OF (I) THE AMOUNT OF FEES ACTUALLY PAID BY YOU FOR USE OF THE SITE OR THE SERVICES IN THE PREVIOUS TWELVE (12) MONTHS; AND (II) FIFTY DOLLARS (CAD\$50.00).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS AND DISCLAIMERS IN THESE TERMS MAY NOT APPLY TO YOU. TO THE EXTENT THAT INSTORE MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF OUR LIABILITY WILL BE THE MAXIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

The provisions of this Section 16 shall survive termination of the Terms for any reason or termination of your access to the Site.

17. Indemnification

You agree to indemnify, defend and hold harmless InStore, and its affiliates, officers, directors, employees, agents, independent contractors and partners, for any claims, causes of action, debts, losses, costs, liabilities, and expenses (including reasonable legal fees) relating to or arising, directly or indirectly, out of: (a) your use of or inability to use the Site or the Services; (b) your User Generated Content; (c) your violation of any of the Terms or your violation of any rights of a third party; or (d) your violation of any applicable laws, rules or regulations. InStore reserves the right, at its own cost, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with InStore in asserting any available defences.

The provisions of this Section 17 shall survive termination of the Terms for any reason or termination of your access to the Site.

18. Linking

The Site may contain links (including hyperlinks, buttons or referral devices of any kind) to third party websites. Because InStore has no control over such sites, you understand and agree that InStore is not responsible for the availability of such sites and that InStore does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources ("Third Party Content"). You further acknowledge and agree that InStore shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third Party Content.

19. Governing Law, Venue and Jurisdiction

The Terms and your use of the Site and the Services shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, excluding the rules of private international law that lead to the application of the laws of any other jurisdiction. The UN Convention on Contracts for the International Sale of Goods will not apply to the Terms. The parties shall bring any disputes arising out of or related to the Terms exclusively in a court located in Toronto, Ontario and each party hereby submits to the personal jurisdiction of such courts.

You agree that in the event of a dispute, you will not bring any claim in any representative or class-action capacity or permit your claim to be adjudicated by another as your representative; rather, you agree that you will seek adjudication of only your own personal claim.

Nothing in the Terms will prevent InStore from seeking injunctive or other equitable relief, payment of amounts due or enforcement of an award before any court having jurisdiction over any person or otherwise over such subject matter.

20. Electronic Communications, Confidentiality and Security

When you use the Services, or send e-mails, text messages and other communications from any device to InStore, you are communicating with us electronically. You consent to receive communications from InStore electronically. We will communicate with you electronically in a variety of ways, such as by e-mail, text or by posting notices and messages on the Site or through other Services. You agree that all agreements, notices, messages, disclosures and other communications that InStore provides to you electronically satisfy any legal requirement that such communications be in writing.

The Internet is not a secure means of communication and the privacy, integrity or authenticity of any communication over the Internet between you and InStore should be regarded accordingly. InStore will not be liable for any damages you may suffer if you communicate confidential information over the Internet or if InStore communicates such information to you at your request.

InStore cares about the integrity and security of your confidential and personal information. InStore endeavors to implement appropriate security measures. However, InStore cannot guarantee that unauthorised third parties will never be able to defeat its security measures or use your confidential and/or personal information for improper purposes. You acknowledge that you provide your confidential and personal information at your own risk.

21. Term and Termination

The Terms will become effective upon your acceptance of the Terms by your use of the Site, and will remain in full force and effect unless and until terminated by either you or us. You may terminate the Terms at any time by notifying us in writing that you no longer wish to use the Services, or when you cease using the Site. However, if you resume using the Services, the Terms then in effect will apply to such usage.

If, in our sole judgment, you fail, or we suspect that you have failed, to comply with any term or provision of the Terms, we may terminate the Terms at any time without prior notice and/or may deny you access to the Site and/or the Services (or any part thereof). In addition, InStore may terminate the Terms with respect to you immediately upon the breach by you of InStore's Privacy Policy.

You agree that you will remain liable for all obligations and amounts due up to and including the date of termination and/or denial of access to the Site or the Services. In the event of any termination of the Terms, any provision hereof required to enforce the parties' rights and obligations hereunder or that by its terms continues after such termination, will survive and will continue in effect as described therein.

22. Currency

Unless otherwise indicated, all references to currency in the Terms or on the Site are to the lawful money of Canada.

23. Survival

The terms, conditions and warranties contained in the Terms that by their context are intended to survive the performance hereof shall so survive the completion of performance, cancellation or termination of the Terms.

24. Assignment

The Terms may not be assigned by either party without the prior written consent of the non-assigning party; except that InStore shall have the right to assign the Terms to any of its affiliates or in connection with a merger or other business combination in which InStore is not the surviving entity or in connection with any sale of all or substantially all of the capital stock of InStore or the assets of InStore or its affiliates. Any attempted assignment in violation of this provision is null and void.

25. Force Majeure

If InStore is unable to perform any of its obligations under the Terms because of severe weather, natural disasters, acts of God, riots, wars, terrorism, theft, governmental action, acts of our suppliers, or other events beyond our reasonable control, then InStore shall be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events.

26. Entire Agreement

The Terms constitute the entire agreement between you and InStore with respect to the Site, the Content, the Services and any information obtained through the Site by communication with InStore personnel. If any provision of the Terms is held invalid, the remainder of the Terms shall continue in full force and effect.

27. Miscellaneous

Headings are for convenience only. No presumption is to operate in either party's favour as a result of who drafted the Terms.

If any provision of the Terms is for any reason held to be invalid, illegal, or unenforceable under applicable law in any respect, then such invalidity, illegality, or unenforceability will not affect the other provisions of the Terms, the Terms will be construed as if such invalid, illegal, or unenforceable provision were excluded from the Terms, and the court in its discretion may substitute for the excluded provision an enforceable provision which in economic substance reasonably approximates the excluded provision.

Each party is an independent contractor and neither party's personnel are employees or agents of the other party for any purpose whatsoever. Nothing hereunder will constitute, create, give effect to or otherwise recognize a joint venture, partnership or business entity of any kind, nor will anything hereunder constitute either party as the agent or representative of the other. The Terms are for InStore's benefit and the benefit of InStore's affiliates, third party content providers and licensors, and each shall have the right to assert and enforce the provisions hereof directly on its own behalf.