

UserFriendly.Org Membership Agreement

Last modified July 15, 2006

This page contains our full Membership Agreement, covering our Membership Subscriptions. You may wish to print or bookmark this page for reference.

This agreement (the "Agreement") sets forth the terms and conditions of our agreement with you in respect of your use of the UserFriendly.Org website and the services and features available to you as one of our subscribers (the "Subscriber"). Your use of this site and services constitutes your agreement to these terms and conditions. This Agreement is made between ourselves, Quantum Charm Publishing Inc. dba UserFriendly.Org. ("UserFriendly.Org"), a company organized and existing under the laws of British Columbia, Canada with an office located at 130-8191 Westminster Highway, Suite 716, Richmond, British Columbia, Canada, V6X 1A7, and you as a Subscriber.

1. Your Rights

UserFriendly.Org grants you, the Subscriber, a non-exclusive, non-transferable, and limited right to access, use and display the Membership portions of the UserFriendly.Org website and the materials provided therein for your personal, non-commercial use, only. This grant of rights is subject to your full compliance with the terms and conditions of this Agreement and this grant of rights remains in effect only so long as you are in full compliance with the terms and conditions of this Agreement.

2. Membership Services

This agreement constitutes your purchase of a Membership Subscription.

In this regard, you:

(a) hereby agree to purchase a Membership Subscription to access the Membership Port;

(b) hereby agree to pay the (non-refundable) monthly or annual subscription charges set forth on the Site and any applicable taxes, in order to access the Membership Port.

UserFriendly.Org reserves the right to increase the fees, surcharges, and site subscription fees, or to institute new fees at any time, upon 10 days notice posted in advance on this Site. You acknowledge and agree that memberships are non-refundable and that UserFriendly.Org's third-party subscription service will automatically charge your account for the renewal of your Membership, until you cancel your Membership;

(c) hereby agree, for the purposes of identification and subscription tracking, to provide UserFriendly.Org with accurate, complete, and updated information required by the Site registration to the Membership Port ("Registration Data"), including your name, e-mail address, state or province of residence, and Country (for tax purposes) and applicable payment data (e.g., transaction information through any third-party payment processor).

3. No-Commercialization

You agree to use the Members portion of the Site in a non-commercial manner only. Additionally, you specifically agree not to post, transmit or otherwise distribute to the Site any material containing any solicitation of funds, advertising or solicitation for goods or services.

4. Copyright and Trademarks

All content on the Site, including, without limitation, text, images, software, audio and video clips, databases, and Membership Port (collectively, the "Content") are owned or controlled by UserFriendly.Org, which retains all right, title, and interest in and to the

Content. The Site and Content are protected by the copyright and trademark laws of Canada, the United States and other countries, international conventions, and other applicable laws. You may not display, reproduce, create derivative works from, transmit, sell, distribute, or in any way exploit the Site or the Content or any portion thereof for any public or commercial use without the prior written permission of UserFriendly.Org.

5. Public Communications

You acknowledge and agree that any public communications made to or by means of any portion of the Site are public. You acknowledge that you have no expectation of privacy in any public communication and that no confidential, fiduciary, contractually implied or other relationship is created between you and UserFriendly.Org by reason of your transmitting a public communication to any area of the Site.

6. Privacy Policy

The terms and conditions of UserFriendly.Org's privacy policy are set out in the section labeled "Privacy Policy" on the Home Page of the Site and (as they may be changed by UserFriendly.Org in its sole discretion from time to time) are incorporated herein and included in this Agreement.

7. Links to Other Sites

The Site contains links and pointers to other sites on the Internet, which may be maintained by third parties. Such links do not constitute an endorsement by UserFriendly.Org or its affiliates of any third-party site or any materials contained therein. UserFriendly.Org and its affiliates do not control, and are not responsible for, the availability, accuracy, privacy policy, or currency of such third-party sites or any information, content, products or services accessible from such third-party sites.

8. Ability to comply

You represent and warrant to UserFriendly.Org that you are of right and ability to enter into this Agreement and to use the Site in accordance with the terms and conditions of this Agreement.

9. Financial responsibility

You agree not to assign, transfer or sublicense your rights as a subscriber to the Membership Port. You agree to be financially responsible for all usage or activity on your Membership account.

10. Indemnification

You hereby agree to indemnify, defend and hold harmless UserFriendly.Org and its affiliates from and against any and all liability and costs of any kind whatsoever incurred by UserFriendly.Org or the affiliates in connection with any claim arising out of any breach or alleged breach of any of your obligations set forth herein.

11. DISCLAIMER OF WARRANTY

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SITE (INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MEMBERSHIP SERVICES, MATERIALS AND INFORMATION MADE AVAILABLE THEREON OR ACCESSED BY MEANS THEREOF) ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY, OR NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, UserFriendly.Org AND THE

AFFILIATES MAKE NO WARRANTIES AND SHALL NOT BE LIABLE FOR THE USE OF THE SITE UNDER ANY CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE BY UserFriendly.Org. UserFriendly.Org DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR THE MEMBERSHIP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR MEMBERSHIP SERVICES WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY, OR THAT THE SITE, INCLUDING FORUMS OR THE SERVER(S) ON WHICH THE SITE IS OPERATED, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

12. LIMITATION OF LIABILITY

USE OF THE SITE AND THE MEMBERSHIP SERVICES IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, COMMUNICATIONS, CONTENT, OR OTHER MATERIAL ACCESSED THROUGH OR OBTAINED BY MEANS OF THE SITE OR THE MEMBERSHIP SERVICES. UNDER NO CIRCUMSTANCES SHALL UserFriendly.Org OR ITS AFFILIATES, OR ANY PROVIDER OF TELECOMMUNICATIONS OR NETWORK SERVICES FOR UserFriendly.Org OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SITE OR MEMBERSHIP SERVICES, EVEN IF UserFriendly.Org, ITS AFFILIATES OR THEIR PROVIDERS OF TELECOMMUNICATIONS OR NETWORK SERVICES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF UserFriendly.Org AND ITS AFFILIATES HEREUNDER IS LIMITED TO THE AMOUNT, IF ANY, ACTUALLY PAID BY YOU FOR ACCESS AND USE OF THE MEMBERSHIP SERVICES. YOU HEREBY RELEASE UserFriendly.Org AND ITS AFFILIATES FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

13. Termination

In addition to any other rights of the parties set forth herein, either you or UserFriendly.Org may cancel or terminate this Agreement at any time and for any reason as provided for herein. UserFriendly.Org also reserves the right to restrict, suspend or terminate your access to the Membership Port in whole or in part, without notice, with respect to any breach or threatened breach by you of any portion of this Agreement. If UserFriendly.Org terminates this Agreement based on a breach of any portion of this Agreement, UserFriendly.Org reserves the right to refuse to provide a subscription or any Membership to you in the future.

14. Modifications

(a) UserFriendly.Org has the right to modify this Agreement and any policies affecting the Site in its sole discretion. Any modification is effective immediately upon posting to the Site. Your continued use of the Site following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modification(s).

(b) UserFriendly.Org has the right to modify, suspend or discontinue the Site or any portion thereof at any time, including the availability of any area of the Site, including, without limitation, the Membership Port. UserFriendly.Org may also impose limits on certain features and services or restrict your access to parts or all of the UserFriendly.Org Site without notice or liability.

15. General

This Agreement constitutes the entire agreement between you and UserFriendly.Org with respect to the Site and the Membership Port and supersedes all prior agreements between you and UserFriendly.Org. Failure by UserFriendly.Org to enforce any provision of this agreement shall not be construed as a waiver of any provision or right. Interpretation and enforcement of this Agreement shall be governed by the laws of the Province of British Columbia, Canada. In any such action, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and attorney's fees on a solicitor client basis. In the event that any portion of this Agreement is held unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect.

Subscribing to the UserFriendly.Org Membership Subscriber service indicates your agreement to the terms and conditions set forth above.