

1. Introduction.

Welcome to Your Magazines Canada, Inc. ("YMC," "Our," or "We"). This Website Terms of Use Agreement ("Agreement") sets forth the legal terms that govern the user's ("User", "You", or "Your") use of Our website, www.yourmagazines.ca ("Website") or any of our affiliated websites ("Affiliated Websites"). Please save a copy of this Agreement for Your personal records. By accessing or using the Website, You are acknowledging that You have read, understood, and agreed, to be bound by this Agreement and Our Privacy Policy (incorporated into this Agreement by this reference) without limitation or qualification. PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS, INCLUDING DISPUTE RESOLUTION CLAUSES AND LIABILITY LIMITATIONS AND EXCLUSIONS.

2. Modification.

At any time and from time to time, and without Your consent, We may unilaterally amend, modify, or change this Agreement, in Our sole discretion and without any notice or cause. By continuing to use the Website after any amendment, modification, or change, You have agreed to be bound by all such amendments, modifications, and changes. Therefore, please carefully review this Agreement on a regular basis to maintain awareness of all amendments, modifications, and changes.

3. Eligibility.

Anyone who agrees to this Agreement and Our Privacy Policy and continues to abide by the terms therein is eligible to use the Website; provided, however, that certain programs on the Website that collect personally identifiable information might not be accessible to any person less than 18 years of age. If you access the Website or its services from outside Canada, then be aware that, under this Agreement, Canadian laws apply to YMC and its affiliates, agents, owners, employees, contractors, representatives, successors, and assigns (collectively, "YMC and its Related Parties"), to the Website, to any Affiliated Websites, and to all of its services, as opposed to any foreign or regional law that may relate to intellectual property rights, privacy rights, collection of data, or other rights.

4. Registration.

In consideration of Your use of the Website, You agree to provide accurate, current, and complete information about You, as may be prompted by any form on the Website.

5. Subscriptions.

You may purchase a subscription ("Subscription") for the receipt of magazines provided by YMC ("Service"). The Subscription form can be completed based on magazine and duration of subscription. To purchase a Subscription, You must complete a form on the Website, after which You become a subscriber ("Subscriber"). In this Agreement, "User" also includes anyone who is a "Subscriber". The Subscription is non-transferable and may be terminated if Subscriber breaches this Agreement, as determined by YMC in its sole discretion. If a Subscription is terminated for any reason, then no refund will be provided.

6. Term.

The term of this Agreement begins when You first use the Website, and it ends 10 years after Your last visit to the Website; provided, however, that Your personal financial responsibility under Section 13 of this Agreement, titled Credit Card Matters, expires one year after the later of (i) Your last use of the Service, or (ii) the expiration of Your Subscription. At any time and from time to time, and without Your consent, We may unilaterally terminate Your right to use the Website and expel You from the Website, in Our sole discretion and without any notice or cause. This Agreement remains in full force and effect after terminating Your right to use the Website or after expelling you from the Website.

7. Proprietary Rights in Website Content; Limited License to Access and Use Website.

All content that is on the Website or that is available through the Website or any of the Affiliated Websites, including all designs, text, graphics, pictures, video, information, applications, software, music, sound, and other files and their selection and arrangement (collectively, "Website Content"), is the exclusive proprietary property of YMC and its Related Parties, with all rights reserved by YMC and its Related Parties. No Website Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Our prior written consent, which may be withheld in Our sole discretion, except with respect to any of Your Provider Content (as defined in Section 8) that You post on the Website in accordance with the terms of this Agreement and Our Privacy Policy. For so long as You are eligible to use the Website and You act in accordance with the terms of this Agreement: (i) You are granted a limited license to access and use the Website solely for Your personal non-commercial use; and (ii) You are granted a limited license to access, use, download, or print a copy of any portion of the Website Content to which You have properly gained access solely for Your personal non-commercial use. Except for Your Provider Content, if any, You must not upload or republish any Website Content on any Internet, Intranet, or Extranet site and you must not incorporate any related information into any other database or compilation; and, any other use of the Website Content is strictly prohibited. Such limited license is subject to all terms of this Agreement. We may take any legal action in connection with any violation of this Agreement. Any use of the Website or of the Website Content, other than as may be specifically authorized herein, without Our prior written consent (which may be withheld in Our sole discretion), is strictly prohibited and will automatically and immediately terminate all licenses granted by YMC herein. Such unauthorized use might also violate applicable laws, including copyright or trademark laws and communications statutes

and regulations. Unless explicitly stated herein, nothing in this Agreement may be construed as conferring any license to any intellectual property right, whether by estoppel, implication, or otherwise. At any time and from time to time, and without Your consent, We may unilaterally revoke any license that we grant, in Our sole discretion and without any notice or cause.

8. Code of Conduct.

YMC and its Related Parties are not liable for Your conduct or the conduct of any third party. Nonetheless, in an attempt to make the Website a safer and healthier place, and in addition to the other terms of this Agreement, You agree to all of the following specific rules governing Your conduct on the Website:

a. You must not upload, post, transmit, share, store, or otherwise make available any content that We may deem, at any time and from time to time in Our sole discretion, harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically, sexually, or otherwise objectionable.

b. You must not upload, post, transmit, share, store, or otherwise make available: (1) any information or material that infringes on the rights of YMC and its Related Parties or any third party, including any intellectual property right; (2) any third party advertisement, including banner exchange services; (3) any software viruses, Trojan horses, worms, or other malicious software; or (4) any information or material that may constitute or encourage conduct that is a criminal offense or civil wrong or that otherwise might violate any applicable law or this Agreement.

c. You must not upload, post, transmit, share, store, or otherwise make available any content that infringes or violates the copyright, trademarks, or other rights of YMC and its Related Parties or any third party.

d. You must not attempt to circumvent any content filtering techniques that We may employ.

e. You must not use automated scripts to collect information from or otherwise interact with the Website or its servers.

f. You must not register for more than one Account or register for an Account on behalf of any individual other than You.

g. You must not upload, post, transmit, share, store, or otherwise make available any private information of any third party, including mailing addresses, phone numbers, email addresses, Social Insurance numbers, or credit card numbers.

h. You must not solicit personal information from anyone less than 18 years of age or solicit passwords or personally identifying information for commercial or unlawful purposes.

i. You must not attempt to use another person's Account, service, or system.

j. You must not impersonate any person or entity or make any false statement regarding Your employment, agency, or affiliation with any person or entity.

k. You must not stalk, threaten, or harass anyone or infringe or attempt to infringe their privacy.

l. You must not interfere with or disrupt the Website's servers or networks connected to the Website or any other server.

m. You must not attempt to gain unauthorized access to other computer systems or networks.

n. You must not upload, post, transmit, share, or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or other form of solicitation.

o. You must not upload, post, transmit, share, store, or otherwise make available content that would constitute, encourage, or provide instructions for a criminal offense, that would violate the rights of any party, or that would otherwise create any liability or violate any local, state, national, or international law, regulation, or ethical code.

p. You must not take any action that could undermine, disrupt, or manipulate the integrity of any part or program of the Website.

q. You must not operate or participate in any gaming or lottery.

r. You must not use the Website for any illegal purpose, including drugs, pimping, prostitution, or terrorism.

s. You must not disobey or breach this Agreement or any other applicable instruction or policy published by YMC

and its Related Parties.

t. You must not post, transmit, share, store, or otherwise make available content that, in Our sole judgment, is objectionable or restricts or inhibits any third party from using or enjoying the Website, or that may expose YMC and its Related Parties or anyone else to any harm or liability of any type.

The content on the Website or any Affiliated Website may be accessible to persons less than 18 years of age. At any time and from time to time, and without Your consent, and in Our sole discretion and without any notice or cause, YMC may (i) remove, delete, or restrict access to information that is deemed inappropriate for any person less than 18 years of age, (ii) refuse to post, transmit, or remove any content uploaded or posted by You, (iii) review Your personal profile and amend any typing or spelling error, (iv) restrict or terminate Your access to the Website and any Affiliated Website.

10. Copyright Policy and Copyright Complaints.

We respect the intellectual property rights of others, and We prohibit the uploading, posting, transmitting, sharing, or otherwise making available any material that violates another party's intellectual property rights. When We receive proper Notification of Alleged Copyright Infringement, as described below, We may promptly remove or disable access to any allegedly infringing material and may terminate any Account of any repeat infringer, in accordance with the Digital Millennium Copyright Act ("DMCA"). If You believe that Your own copyrighted work is accessible on the Website or any service in violation of Your copyright, then You may provide our Designated Agent with a written communication that contains substantially the following information:

1. Identify in sufficient detail the copyrighted work or intellectual property that You claim has been infringed, so that We can locate the material. For example, "The copyrighted work is my content that appears at <http://www.mycontentpage.com/xyz>." If multiple copyrighted works at a single online site are covered by Your Notification, then You may provide a representative list of such works at that site.
2. Identify the URL or other specific location on the Website or service that contains the material that You claim infringes Your copyright described in Item 1 above. You must provide us with reasonably sufficient information to locate the alleged infringing material. For example, "The content at the following URL infringes on my copyright: http://www.anothercontent.com/item2_jklstw123."
3. Provide the electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf.
4. Include a statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
5. Include a statement by You that the information contained in Your notice is accurate and that You attest under the penalty of perjury that You are the copyright owner or that You are authorized to act on the copyright owner's behalf.
6. Include Your name, mailing address, telephone number, and email address.
You may submit Your Notification of Alleged Copyright Infringement by sending a letter to our Designated Agent by mail or e-mail, as set forth below:

Your Magazines Canada Inc. Designated Copyright Agent
509 Commissioners Road, West
Suite 328,
London, Ontario
N6J 1Y5
bhunter@yourmagazines.ca

Please note that You could be liable for damages, including court costs and attorneys fees (whether incurred at trial, on appeal, or otherwise) if You materially misrepresent that any content on our Website or any service infringes any copyright. Filing a false form on this page constitutes perjury. On receiving a proper Notification of Alleged Copyright Infringement as described above, We may remove or disable access to the allegedly infringing material and promptly notify the alleged infringer of Your claim. We also may advise the alleged infringer of the DMCA statutory Counter Notification procedure described below, by which the alleged infringer may respond to Your claim and request that We restore the material.

If You believe that Your copyrighted material has been removed from the Website or service as a result of any mistake or misidentification, then You may submit a written Counter Notification to our Designated Agent. To be an effective Counter Notification under the DMCA, Your Counter Notification must include substantially the following information:

1. Identification of the material that has been removed or disabled and the location at which the material had appeared before it was removed or disabled.

2. A statement that You consent to the jurisdiction in which Your address is located, or if Your address is outside Canada, for any judicial district in which the service provider may be found.

3. A statement that You will accept service of process from the party that filed the Notification of Alleged Copyright Infringement or the party's agent.

4. Your name, mailing address, and telephone number.

5. A statement under penalty of perjury that You have a good faith belief that the material in question was removed or disabled as a result of a mistake or misidentification.

6. Your physical or electronic signature.

You may submit Your Counter Notification by sending a letter to Our Designated Agent by mail or e-mail as set forth below:

Your Magazines Canada Inc. Designated Copyright Agent
509 Commissioners Road, West
Suite 328,
London, Ontario
N6J 1Y5
bhunter@yourmagazines.ca

If You send Us a valid written Counter Notification meeting the requirements described above, then We may restore Your removed or disabled material no later than 14 business days from the date on which We received Your Counter Notification, unless our Designated Agent first receives a notice from the party filing the original Notification of Alleged Copyright Infringement that informs us that such party has filed a court action to restrain You from engaging in infringing activity related to the material in question. Please note that if You materially misrepresent that the disabled or removed content was removed by mistake or misidentification, then You could be liable for damages, including costs and attorneys fees (whether incurred at trial, on appeal, or otherwise). Filing a false form on this page constitutes perjury.

11. Trademarks. All Website Content and all product names, trademarks, service marks, and logos provided by YMC and its Related Parties on the Website are wholly owned by YMC and its Related Parties. All product names, trademarks, service marks, and logos owned by third parties remain the property of such third parties.

12. Idea Submission.

If You submit any idea, suggestion, or testimonial (collectively, "Submission") to YMC and its Related Parties, then at any time and from time to time We have the right to use or modify Your Submission, without charge, in any manner that We may deem appropriate, in Our sole discretion and without Your consent or any notice or cause, including any posting on the Internet. You agree that You will not violate or infringe any rights of third parties, including privacy, publicity, intellectual, or proprietary rights (such as copyright or trademark rights). If You make any Submission, then You represent and warrant that (i) You own or otherwise control the rights to Your Submission, and (ii) the Submission does not constitute or contain any software virus, commercial solicitation, chain letter, mass mailing, or other form of "spam" or malicious software. You must not use any false e-mail address, impersonate any person or entity, or mislead YMC and its Related Parties or any third party as to the origin of any Submission. You may, however, post under a screen name or post anonymously, but only for so long as the screen name abides by the terms of this Agreement. "Claims" means any and all liabilities, claims, losses, damages, expenses, costs (including attorneys' fees incurred at trial, on appeal, or otherwise), debts, fines, charges, or liens, whether direct or indirect, including consequential, exemplary, incidental, special, punitive, lost profits, or otherwise. You agree to indemnify and hold harmless YMC and its Related Parties from any and all Claims that arise out of or relate to any Submission.

13. Credit Card Matters.

You must input a valid credit card number and expiration date. You are authorized to use the credit card (YMC accepts only Visa or MasterCard). You do hereby authorize YMC to charge Your credit card for all expenses incurred on Your Account, including all additional fees and revised taxes. If you dispute any charge on Your Account, then you must contact YMC within 10 days of Your receipt of Your statement containing the disputed charge. Subscribers have an on-going duty to update all changes relating to their credit card. All denials of a transaction by a User's bank, all holds, and all other similar issues are the User's sole responsibility and should be dealt with between the User and his or her bank. YMC takes reasonable steps to ensure that all data transmitted by YMC is done safely and privately; however, despite those steps, YMC cannot guarantee the complete security of all credit card and other data transmitted by YMC or Processor. Please review the DISCLAIMERS and LIMITED LIABILITY sections set forth below, which are applicable to each User's use of the Service, including the transmission of credit card and other data.

14. Encryption Disclaimer.

The Website uses encryption technology to protect information from access by unauthorized third parties. WE DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT THE ENCRYPTION TECHNOLOGY WILL OPERATE AS INTENDED OR THAT A THIRD PARTY WILL NOT BE ABLE TO ACCESS ANY INFORMATION. If You have any concern about sending any information over the

Internet, then You should use an alternative means of transmission. By sending information over the Internet in connection with Your use of the Website, You agree to indemnify and hold harmless YMC and its Related Parties from all Claims (as defined in Section 14) that arise out of or relate to any failure of any encryption technology to protect Your information.

15. Privacy Policy.

We have confidentiality policies in Our online Privacy Policy, which is fully incorporated herein by this reference. By continuing to use the Website, You agree to be bound by Our Privacy Policy and all future amendments, modifications, and changes thereto.

16. Third Party Websites and Content. The Website may contain, or You may be sent through the Website, links to other websites and ads ("Third Party Websites"), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third Party Applications, Software, or Content"). Such Third Party Websites and Third Party Applications, Software, or Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by YMC. YMC is not responsible for any Third Party Websites accessed through the Website or for any Third Party Applications, Software, or Content posted on, available through, or installed from the Website, including any content, opinions, privacy practices, or other policies contained in any Third Party Websites or Third Party Applications, Software, or Content. The inclusion of, linking to, or installation of any Third Party Websites or any Third Party Applications, Software, or Content does not imply any approval or endorsement thereof by YMC. If You decide to leave the Website and access the Third Party Websites or to use or install any Third Party Applications, Software, or Content, then You do so at Your sole risk and cost. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third Party Websites to which You navigate from the Website or include with any application You use or install from the Third Party Websites.

17. Advertising Content

YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT YMC AND ITS RELATED PARTIES ARE NOT LIABLE FOR ANY CONTENT OF ADVERTISEMENTS ON THE WEBSITE OR IN ITS MAGAZINES AND IS NOT RESPONSIBLE FOR INJURY, LIABILITY, CLAIM, LOSS, DAMAGE, EXPENSE, COST (INCLUDING ATTORNEYS FEES INCURRED AT TRIAL, ON APPEAL, OR OTHERWISE), DEBT, FINE, CHARGE, OR LIEN, WHETHER DIRECT OR INDIRECT, INCLUDING CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, LOST PROFITS, OR OTHERWISE, THAT ARISES OUT OF OR RELATES TO (A) THIS AGREEMENT, (B) YOUR USE OR INABILITY TO USE THE SERVICE, (C) YOUR USE OF ANY INFORMATION, (D) ANY UNAUTHORIZED ACCESS OR ALTERATION OF YOUR TRANSMISSION OR DATA, OR (E) ANY ACTION OR INACTION OF ANY OTHER USER. YOU DO HEREBY WAIVE ANY AND ALL CLAIMS WITH RESPECT TO THE FOREGOING, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY FOR ANY AND ALL CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER CLAIMS ARISING OUT OF OR RELATING TO (I) THIS AGREEMENT, (II) YOUR USE OR INABILITY TO USE THE SERVICE, (III) YOUR USE OF ANY INFORMATION, (IV) ANY UNAUTHORIZED ACCESS OR ALTERATION OF YOUR TRANSMISSION OR DATA, OR (V) ANY ACTION OR INACTION OF ANY OTHER USER IS LIMITED TO THE SUM OF \$100. YMC IS NOT RESPONSIBLE FOR THE CONTENT OF THE ADVERTISEMENTS THAT APPEAR ON OUR WEBSITE OR IN OUR MAGAZINES. YMC WILL NOT BE RESPONSIBLE TO PROVIDE ANY COMPENSATION OF ANY KIND RELATED TO ERRORS, OMISSIONS, CLAIMS OR USE OF MATERIALS WHERE THE ADVERTISER(S) NEGLECTED TO OBTAIN PROPER RIGHTS OF USAGE OF MATERIALS WITHIN THE ADVERTISEMENTS.

18. DISCLAIMERS.

YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, YMC AND ITS RELATED PARTIES DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY, NONINFRINGEMENT, AND USEFULNESS, WITH RESPECT TO ANY SERVICE, THE WEBSITE, ANY WEBSITE CONTENT, OR ANY INFORMATION CONTAINED ON THE WEBSITE (COLLECTIVELY, "WORKS"). THE WORKS ARE PROVIDED "AS IS" AND "AS AVAILABLE." YOU RELY ON THE WORKS SOLELY AT YOUR OWN RISK. WE DO NOT REPRESENT OR WARRANT THAT ANY WORKS WILL BE UNINTERRUPTED OR ERROR-FREE. THERE COULD BE DELAYS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES IN THE INFORMATION OR OTHER MATERIALS THAT ARE AVAILABLE ON OR THROUGH THE WORKS. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS, INCLUDING LOSS OF DATA, RESULTING FROM YOUR DOWNLOADING OR USE OF THE WORKS. ALTHOUGH WE MAY TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES AND OTHER DESTRUCTIVE MATERIALS TO OR THROUGH THE WORKS, WE DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT THE WORKS OR MATERIALS THAT MAY BE DOWNLOADED FROM THE WORKS ARE FREE OF SUCH DESTRUCTIVE FEATURES. WE ARE NOT LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO ANY OF THE FOREGOING.

19. LIMITED LIABILITY.

YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT YMC AND ITS RELATED PARTIES ARE NOT LIABLE FOR ANY INJURY, LIABILITY, CLAIM, LOSS, DAMAGE, EXPENSE, COST (INCLUDING ATTORNEYS FEES INCURRED AT TRIAL, ON APPEAL, OR OTHERWISE), DEBT, FINE, CHARGE, OR LIEN, WHETHER DIRECT OR INDIRECT, INCLUDING CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, LOST PROFITS, OR OTHERWISE, THAT ARISES OUT OF OR RELATES TO (A) THIS AGREEMENT, (B) YOUR USE OR INABILITY TO USE THE SERVICE, (C) YOUR USE OF ANY INFORMATION, (D) ANY UNAUTHORIZED ACCESS OR ALTERATION OF YOUR TRANSMISSION OR DATA, OR (E) ANY ACTION OR INACTION OF ANY OTHER USER. YOU DO HEREBY

WAIVE ANY AND ALL CLAIMS WITH RESPECT TO THE FOREGOING, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY FOR ANY AND ALL CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER CLAIMS ARISING OUT OF OR RELATING TO (I) THIS AGREEMENT, (II) YOUR USE OR INABILITY TO USE THE SERVICE, (III) YOUR USE OF ANY INFORMATION, (IV) ANY UNAUTHORIZED ACCESS OR ALTERATION OF YOUR TRANSMISSION OR DATA, OR (V) ANY ACTION OR INACTION OF ANY OTHER USER IS LIMITED TO THE SUM OF \$100. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES; AND, IF ANY OF THOSE LAWS APPLY TO YOU, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

20. Indemnification.

You agree to indemnify and hold harmless YMC and its Related Parties from all Claims that arise out of or relate to (i) this Agreement, (ii) Your use or inability to use the Services or Works, (iii) Your use of any information, (iv) any unauthorized access or alteration of Your transmission or data, (v) any action or inaction by any other User.

21. Choice of Law; Dispute Resolution.

This Agreement is governed by, and must be construed and enforced in accordance with, the laws of the Province of Ontario, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the Province of Ontario and agrees that those courts have personal jurisdiction over each party; (iii) venue must be in the Province of Ontario; and (iv) the parties must submit the dispute to mandatory mediation held in the Province of Ontario. Every mediation must be completed within 4 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 4-month period, then the parties may continue seeking to resolve the dispute by use of any process, including litigation by trial.

22. Waiver.

No waiver of any breach of any provision of this Agreement is a waiver of any other breach or of any other provision of this Agreement. The terms of this Agreement may be waived or amended only in writing and only by the party that is entitled to the benefits of the term being waived or amended.

23. Cumulative Remedies.

All rights and remedies granted under or referred to in this Agreement are cumulative and nonexclusive, and resort to one does not preclude resort to another or to any other right or remedy provided by law

24. Final Agreement.

This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement supersedes all other prior agreements, written or oral, relating to such subject matter. At any time and from time to time, and without Your consent, We may unilaterally amend or modify this Agreement, in Our sole discretion and without any notice or cause.

25. Representations.

Each party ("Promising Party") represents and warrants to the other party that: (i) the Promising Party has the legal power and authority to enter into this Agreement and to undertake and perform all of its duties and obligations hereunder; (ii) there is no contract or other legal obligation that prevents the Promising Party from entering into this Agreement or from undertaking or performing all of its duties and obligations hereunder; and (iv) this Agreement is the Promising Party's legally binding and fully enforceable agreement.

26. Electronic Communications.

When You visit the Website or send emails to YMC, You are communicating with YMC electronically. As a result, You thereby consent to receive communications from YMC electronically. We will communicate with You by email or by posting notices on the Website. You agree that all agreements, notices, disclosures, and other communications that We provide to You electronically or post on the Website satisfy any legal requirement that such communications be in writing.

27. Contract Interpretation.

The headings in this Agreement do not affect the interpretation of this Agreement. "Or" is not be exclusive in its meaning. "Including" means "including, but not limited to." "Herein," "hereunder," and other similar terms refer to this Agreement as a whole and are not limited to the specific section or paragraph where they appear. Plural terms refer to all members of the relevant class, and singular terms refer to one or more members of the relevant class. All pronouns include the masculine, feminine, and neuter pronoun forms. All schedules and exhibits referred to herein are hereby incorporated by reference.

28. Notices. You may contact YMC by writing, calling, or emailing YMC at the street address, telephone number, and email address listed below:

Your Magazines Canada Inc. Designated Copyright Agent
509 Commissioners Road, West

Suite 328,
London, Ontario
N6J 1Y5
519-858-8737