

**VIEWnetä WEBSITE PROGRAM  
SUBSCRIPTION AGREEMENT**

Made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

BETWEEN:

**CAKESOFT INC.**  
("CS")

and

\_\_\_\_\_, Barrister(s) and Solicitor(s) with an office at

\_\_\_\_\_  
(the "Firm")

**WHEREAS** CS has developed an online service for facilitating corporate legal/secretarial work currently known as VIEWnet Online (the "Service") which is available through the web-site known as "[www.lawyerdoneadeal.com](http://www.lawyerdoneadeal.com)" (the "Website");

**AND WHEREAS** the Firm wishes to use the Service to carry out corporate legal/secretarial work;

**NOW THEREFORE** in consideration of the sum of Ten (\$10.00) Dollars and for other good and valuable consideration paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

**TRUTH OF RECITALS:**

The recitals set forth above are acknowledged by the party making same to be true both in substance and in fact.

**GRANT OF LICENSE:**

CS grants to the Firm a non-exclusive, non-transferable, limited personal license to access and use the Service to carry out corporate legal/secretarial work as more particularly outlined in the Website, the Service and in accordance with the terms and provisions of this Subscription Agreement.

If the user elects to use the Website, its use shall be at the user's sole expense and risk and CS makes no representation or warranty regarding the operation of the Website.

**TERMS OF SERVICE:**

**Permitted Uses and Restrictions on Use:**

The Terms of Service for the CS VIEWnet Online service (the "Terms") are effective upon the user's acceptance of the Terms by downloading a copy of these Terms, executing same in the space provided and faxing same back to CS.

Upon receipt of the executed Terms, CS will issue to the Firm the appropriate **Client Identification, User Name and Password** enabling the Firm to use the Service. As used in the Terms, the terms "you", "your", or "user" all refer to the person using the Service in any way.

Subject to the terms and conditions of the Terms, CS will provide the Service, which allows you to manage and generate documents for your corporate data on the World Wide Web (the "Web"). In order to use the Service, you are responsible, at your own expense, to access the Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the Web, including a computer and modem or other access device. You shall not attempt to access any other CS systems, programs or data that are not made available for public use. The Service supports users whose principle place of business is within Canada.

**Your Registration Obligations:**

In consideration of your use of the Service, you, agree to: (a) provide true, accurate, current and complete information about yourself as may be requested from time to time for the Service (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or CS has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, CS may suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

**Acceptable Use Policy:**

You agree to comply with CS's then-current Acceptable Use Policy as posted and amended from time to time, which is incorporated herein by reference. For details, please see CS's Acceptable Use Policy.

**Access, Passwords and Security:**

You may designate the number of users under your account which corresponds to the level of Service you are receiving from CS and you may provide and assign access and passwords to such users. You will be responsible for the confidentiality and use of your access number(s), password(s), and account number(s). You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Electronic Communications") entered through or under your access number(s), password(s) or account number(s). CS will act as though any Electronic Communications it receives under your access number(s), password(s) or account number(s) will have been sent to you. You agree immediately to notify CS if you become aware of any loss or theft or unauthorized use of any of your access number(s), password(s) and/or account number(s).

**User Conduct:**

By submitting any data to CS, you warrant that you are the owner of such data, or have been granted all the rights necessary from the owner of such data to submit such data to CS. You agree to not use the Service to: (a) interfere with or disrupt the Service or servers or networks connected to the Service; or (b) violate any applicable law or regulation, including, but not limited to regulations promulgated by any rules of any Canadian securities exchange or other governmental agency.

**General Practices Regarding Use, Storage and Service Access:**

You acknowledge that CS may establish from time to time general practices and limits concerning use of the Service, including, without limitation, establishing the maximum amount of storage space you have on the Service at any time, as well as limiting the number of times (and the maximum duration for which) you may access the Service in a given period of time. You acknowledge that CS is backing up all information and data stored on the Service on a nightly basis, but that it shall only maintain old back up files for a period of 72 hours from the latest time of back-up. CS has no responsibility or liability for the deletion or failure to store any of the user's data maintained or transmitted by the Service. As a condition of use for this Service, you agree that, in the event of an error with the Service, a Service technician shall be permitted to access your data as necessary to resolve the problem. You acknowledge that CS reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

**Consumer Information and Privacy:**

For details about CS's privacy policies, please refer to CS's Privacy Statement, accessible via the Service home page. You agree to the terms and conditions of CS's Privacy Statement, as it may be amended from time to time, which is incorporated herein by reference.

**Modifications To The Service or Agreements:****Modifications To The Service:**

CS reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) upon reasonable notice to you. You agree that CS shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. CS may specify from time to time the version(s) of related products required in order to use the Service (e.g. supported browser versions).

**Modifications to the Terms of Service:**

You agree that CS may modify the Terms of Service if necessary to comply with any other agreements that CS is currently bound by or will be bound by in the future, and/or with applicable law, as well as to adjust to changing business circumstances. Your continued use of the Service shall constitute your acceptance of the Terms of Service with the new modifications. If you do not agree to any of such changes, you may terminate the Terms of Service and immediately cease all access and use of the Service. You agree that such termination will be your exclusive remedy if you do not wish to abide by any changes to the Terms of Service.

**Fees:**

You agree to pay the then-current fees associated with the Service. CS reserves the right to modify its fees with or without notice, upon the twelve (12) month anniversary of the date of the user's first use of the Service and upon each subsequent anniversary date thereafter. Fees associated with your use of the service will be posted on the Website.

**Termination:**

You acknowledge and agree that CS may suspend or terminate your account and/or deny you access to use of, or submission of data for, all or part of the Service, with or without prior notice, if you engage in any conduct that CS believes, in its sole discretion: (a) violates any term or provision of the Terms of Service; (b) violates the rights of CS or third parties; or (c) is otherwise inappropriate for continued access and use of the Service. In addition, CS reserves the right to terminate inactive accounts. You agree that upon termination, we may delete all files and information related to your account and may bar your access to your account and the Service. You agree to defend, indemnify and hold CS harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to lawyers' fees) arising from your violation of the Terms of Service, provincial or federal laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of the Service.

**Links:**

The Service may provide links to other Web sites or resources. You acknowledge and agree that CS is not responsible for the availability of such external sites or resources and does not endorse and is not liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that CS 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 such Content (as hereinafter defined), or services available on or through any such site or resource.

**CS Proprietary Rights:**

You acknowledge and agree that the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including copyrights, trademarks and patents.

**Access To Service:**

You agree not to access the Service by any means other than through the interface that is provided by CS for use in accessing the Service.

**Disclaimer of Warranties:**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. Your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis. CS and its suppliers expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
2. CS and its suppliers make no warranty that: (i) the Service will meet your requirements or result in revenues or profits; (ii) the Service will be uninterrupted, timely, secure, or error-free; and (iii) the results that may be obtained from the use of the Service will be accurate or reliable. CS and its suppliers make no representations or warranties

of any kind whatsoever, express or implied, in connection with the Terms of Service or the Service, including, but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement.

3. Any material downloaded or otherwise obtained through the use of the Service is done at your own risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
4. No advice or information, whether oral or written, obtained by you from CS or through or from the Service shall create any warranty not expressly stated in the Terms of Service.

**Representations and Warranties:**

You represent that, to the best of your knowledge and belief, your use of the Service does not directly or indirectly infringe the legal rights of any third party. You further represent and warrant that all Registration Data provided by you in connection with your registration is accurate and reliable.

**Limitation of Liability:**

- (a) You expressly understand and agree that CS, its directors, officers employees, agents and suppliers shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if CS has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Service; (ii) the cost of procurement of substitute goods and service resulting from any goods, data, information or service purchased or obtained or messages received or transactions entered into through or from the Service; (iii) unauthorized access or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Service; or (v) any other matter relating to the Service.
- (b) You also agree that CS will not be liable for any: (1) interruption of business; (2) access delays or access interruptions to the Service; (3) data non-delivery, mis-delivery, corruption, destruction or other modification; or (4) events beyond CS's reasonable control.
- (c) In no event shall CS's maximum aggregate liability exceed the total amount paid by you to CS for the Service.

**General Information:**

The Terms of Service constitutes the entire agreement between you and CS and governs your use of the Service, superceding any prior agreements between you and CS (including, but not limited to, any prior versions of the Terms of Service) with respect to its subject matter. Except as otherwise provided herein, the Terms of Service shall be governed by the laws of the Province of Ontario. The Terms of Service does not limit any rights that CS may have under copyright, patent, trademark or other laws. The failure of CS to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect. You agree that any claim or cause of action arising out of or related to use of the Service or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect. The Terms of Service will inure to the benefit of CS and its successors and assigns.

**Survival:**

All representations, warranties and conditions favoring CS as hereinbefore expressed in these Terms of Service shall survive the termination of the Terms of Service.

**ACCEPTABLE USE POLICY:**

**Responsibility For Content:**

You understand that all Content, as hereinafter defined, is the sole responsibility of the user. This means that you, and not CS, are entirely responsible for all Content that you upload via the Service. While CS will use its best efforts to ensure that all Content is up to date and compliant from a jurisdictional point of view, CS does not guarantee the accuracy, integrity or quality of such Content. In this Policy, "Content" means information, data, documents, forms (governmental or otherwise), text (including, but not limited to names of files, databases, directories and groups of the same), or other materials.

**Other Conduct:**

You agree that no portion of this Service may be transmitted, transcribed, reproduced, stored or translated into any other form, without the prior written consent of CS, unless specifically provided for as follows. In particular, CS agrees to waive such rights as it may have as would allow you to display the Web pages of the Service on your computer and to print, download and use the underlying HTML, text, audio and video clips, and other content, provided that: (a) such use is for your own personal education or your own law practice only; (b) you do not modify the Content; and (c) you include with and display on each copy the copyright notice. No other use is permitted. Without restricting the generality of the foregoing, you may not make any commercial use of the Content, or include the Content in or with any product that you create or distribute, or copy such content onto your own or the Web site of another.

**Other:**

This agreement is subject to all applicable agreements and terms and conditions between you and CS.

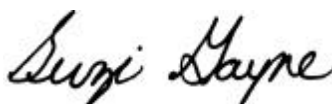
**Terms of Payment:**

Unless otherwise stipulated by CS, payment of the fees for the Service will be made by credit card. The Firm shall be responsible for any costs incurred by CS in collecting fees for the Service, including without limitation any NSF charges, rejected credit cards, and reasonable administrative costs for reinstating delinquent users. CS reserves the right to alter the method of payment set out above on notice to the Firm. The user shall complete and sign the credit card information sheet attached as Schedule A.

*IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.*

CAKESoft INC.

Per:



Suzi Gayne, Authorized Signing Officer

\_\_\_\_\_ [the "Firm"]

Per:

\_\_\_\_\_

Name (Typed or Printed):

**Schedule A-Payment Options**

The Firm acknowledges that monies owing on account of the CS Service fees must be paid upon the User’s use of the Service. The Firm agrees to pay CS Service fees in accordance with the requirements of this Agreement, using one of the following methods of payment:

- Credit Card [complete sub (a) below]
- Pre-authorized Payment [complete sub (b) below]

**(a) Credit Card Information (complete only if paying CS Service fees by Credit Card)**

- Visa
- Mastercard

Card No. \_\_\_\_\_  
Expiry \_\_\_\_\_  
Signature \_\_\_\_\_  
Cardholder’s Name \_\_\_\_\_  
Date (mm/dd/yyyy) \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**(b) Pre-authorized Payment Information (complete only if paying CS Service fees by Pre-authorized Payment)**

Attach an unsigned cheque from the account to be debited. Do not sign the cheque. Mark “void” across the face of the cheque.

The undersigned authorizes CS to withdraw the appropriate amount on account of CS Service fees per month from the Firm’s designated account and financial institution indicated on the attached cheque. The Firm acknowledges that CS does not charge for this service, but the designated financial institution may. The Firm also agrees that if it intends to change how the CS Service fees are paid, the Firm must first contact CS Customer Service at 1-800-363-2253 (fax 416 367-4066).The Firm has read and understands all of the terms and conditions listed below:

- (i) The undersigned hereby certifies that the information provided in this authorization is correct and that the Firm will notify CS in the event of any changes;
- (ii) The undersigned hereby certifies that the designated bank account is in good standing, with sufficient funds to cover the payments as they come due; and
- (iii) All payments will be drawn on Canadian financial institutions only, and will be withdrawn in Canadian funds.

Signature \_\_\_\_\_  
Date (mm/dd/yyyy) \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_