

TERMS OF USE OF RSENSE360 SERVICES; PRIVACY POLICY

IMPORTANT – READ CAREFULLY: YOUR USE OF RSense360 AND ITS SERVICES IS CONDITIONED UPON YOUR COMPLIANCE AND ACCEPTANCE OF THESE TERMS.

INTRODUCTION

IMPORTANT – READ CAREFULLY: BY CLICKING THE “I AGREE” BUTTON OR BY UTILIZING THE DOOR BOSS SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. This is a legal agreement (“Agreement,” and also referred to as the “Terms of Use”) between You and Beliki Technologies Inc., doing business as “RSense360,” for use of the Services which You selected or initiated, which may include Door Boss services, optional fee based professional services and other services available from time to time (collectively, the “Services”). “You” refers to either (a) the individual or entity that registered and/or provided RSense360 his or her credit card or other payment mechanism for the Services or, (b) if the Services are being purchased on behalf of an entity by an individual authorized to purchase the Services on behalf of such entity, the “You” or, alternatively, “Subscribing Organization” refers to such entity. If You do not agree with the terms of this Agreement, click the “I DO NOT AGREE” button and do not make any other use of the Services. Any software associated with the Services is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

1. DESCRIPTION OF SERVICES; STATEMENT OF INTENDED USE

The Services include an internet suite of applications for operation of a single Branch Office of a Door and Hardware Distribution Business as well as access to self help and training materials. Together, these Services are referred to herein as a “Site”. By registering, the individual or the organization identified in Step 2 of the registration process will be granted access to the site as “Administrator”. As Administrator, you will have the authority and responsibility to add and remove other individuals within your organization, herein referred to as “Members”. RSense360 may at any time Terminate the Services or any feature, or the Subscribing Organization's or it's Members' access as provided in Sections 4 and 5 hereof. All changes to the Services will be subject to these Terms.

2. REGISTRATION; BILLING INFORMATION; SITE ADMINISTRATOR

To become a Member and establish access to the RSense360 Service, the Subscribing Organization must complete the Site registration process. To become a Member, an individual must be specifically identified to the Subscribing Organization, obtain its specific permission to access the same, and complete the Member registration form. The Subscribing Organization and its Members must provide accurate and complete information upon Site registration contained in Step 2 of the Site registration process (the "Registration Information") and promptly update the Registration Information so that it is always accurate and complete. The person who completes the Site registration is the initial Site Administrator for the Site, and exercises certain options to initially determine the level of privacy and security for the Site. For example, s/he will determine who can be a Member of the Site and the level of privileges that Members will possess. Each Site Administrator may designate other Members as additional and/or successor Site Administrators, and is responsible for confirming that such person(s) accept such responsibility. Upon becoming a site administrator, each person will be deemed to agree to the obligations of a Site Administrator hereunder. In addition, any person designated as the Administrator in the site billing record will be deemed to assume the rights and obligations of a Site Administrator. All notices from RSense360 to the Subscribing Organization will be given to the current Site Administrator(s) at the e-mail address(es) appearing on the Site, and/or to the Administrator e-mail address as appropriate. In addition, all notices and information sent by RSense360 to Members will be sent to their individual addresses. In its sole discretion, RSense360 will determine the timing, nature, and content of all communications with Site Administrators, Administrators and Members.

3. REGISTRATION CODE; PASSWORD; SECURITY

Upon registration, the Subscribing Organization will select a Company ID and Members will each select a Login ID and a password. RSense360 will use reasonable efforts to assign the Company ID that the Subscribing Organization selects. However, the Subscribing Organization and its Members may not select or use a Site Name, and we reserve the right to reject or terminate use of a Site Name, if it has been previously assigned to another Subscribing Organization, or if RSense360 in its sole discretion determines (a) the Site Name is offensive or its use violates applicable law, (b) that multiple sites have been registered by a Subscribing Organization or its Members to avoid purchasing incremental storage space, or simply to reserve site names without the intent to use them, (c) the Subscribing Organization or its Members has selected or is using a Site Name of another party with the intent to impersonate that party, (d) the Site Name contains, may interfere or be confused with, violate, exploit, or capitalize on, the name, goodwill, trade name, trademark, registered trademark, service mark, or proprietary or other rights of any party, (e) the Subscribing Organization or Members or others acting on its behalf has reserved more than ten Site Names or Sites or (f) The subscribing Organization, its Members or Administrators, have created multiple "free trial" sites for the purpose of avoiding subscription fees. If RSense360 rejects or terminates use of a Site Name because of a violation or threatened violation of this Section 3, it may elect, at its sole discretion and without prior notice: to select an alternate Site Name, to allow the Subscribing Organization to promptly select another acceptable Site Name, and/or to Terminate as provided in Section 4 hereof. The Subscribing Organization and its Members are entirely responsible for maintaining the confidentiality of the registration code (if applicable), the passwords, the Site and the information stored on the Site (collectively, the "Site Information"), and of all information that they transmit through the Services, for selecting the Members and their privileges, for any and all usage and activities that occur in connection with the registration code (if applicable), passwords, Site Name, Site Information and Site, and for all Site content. The sharing of user login names and/or passwords by more than one individual to avoid the payment of member fees constitutes a violation of these Terms of Use.

The Subscribing Organization will notify RSense360 immediately of any known or suspected unauthorized use, activities or disclosure of the Site or any information, or any other breach of security. RSense360 will not be liable for any failure by the Subscribing Organization or its Members to comply with this Section 3 or any other provision of these Terms. In the event that a dispute arises over the rightful control of any Site, RSense360 will have no obligation to any party to continue to grant access to the Site except under an order from a court of competent jurisdiction.

4. TERMINATION

RSense360, in its sole discretion, may terminate, cancel, suspend, limit, discontinue, and/or deactivate (temporarily or permanently) all or any part of the Services, registration code, any password, Company ID Name, registration, any part or all of the Site, and/or the Subscribing Organization's and/or its Members' access to and use of any part or all of their personally identifiable information (collectively, "Personal Information"), Registration Information, Site Information, the Services and/or the Site, and/or their rights under these Terms (all of the foregoing rights and actions to "Terminate" or a "Termination"), all at any time, including without limitation if (a) RSense360 believes that the Subscribing Organization or a Member has violated or is threatening to violate these Terms or other policy of RSense360, its Third Party Providers or applicable law, has misused or is threatening to misuse the Services, or has conducted or is threatening to conduct any fraudulent, abusive, or illegal activity, (b) RSense360 believes that the Subscribing Organization or any of its Members has accessed or is attempting to access any part of the Services or Content without authorization, or the Site, or Registration, Site or Personal Information of any other Subscribing Organization, (c) the Subscribing Organization assigns its rights to the Site or the Site Name,

(d) RSense360 discontinues the Services or any part thereof for any reason. (e) the subscribing Organization or a Member makes excessive use of bandwidth, or transmits excessive numbers of e-mails, notices or other transmissions inconsistent with the number of members registered and using the Service in the sole discretion of RSense360. RSense360 reserves the right to investigate the validity of any complaint presented to it which alleges that any site has been used to conduct fraudulent, abusive or illegal activity, or has been used in any way which violates these Terms. Such investigations may include logging on to the site and/or reviewing any data or information contained therein. RSense360 will not, however, provide any such information to any third party unless required by law or court order.

A Termination described in Section 4(a), (b), (c), or (d) may be made with or without notice and will be effective immediately. In the event of Termination, RSense360 may remove and/or permanently delete from its servers all of the Subscribing Organization's and its Members' Site Information, Registration Information and Personal Information and all backup copies. RSense360 may (but will not be required to) remove from its servers and/or permanently delete all such Information and/or all backup copies thereof, without further notice and without any liability of RSense360 to the Subscribing Organization, its Members or any third party. Notwithstanding anything in these Terms to the contrary, if RSense360 reasonably believes that the Subscribing Organization or any of its Members has violated or is threatening to violate applicable law or the provisions of Section 4(b) or has conducted or is threatening to conduct any fraudulent, abusive, or illegal activity, RSense360 may, without any notice, refer the Subscribing Organization and/or its Members to appropriate law enforcement agencies, and/or immediately remove and/or permanently delete the Site Information, Registration Information and/or Personal Information as otherwise provided herein. If a Subscribing Organization or its Members are the subject of a Termination described in this Section 4, they may not re-register for or continue to use the Services in any manner or for any reason. If the Subscribing Organization wishes to terminate its Site and use of the Services, it must notify RSense360 by sending an email to: support@RSense360inc.com. For information on this procedure, see our Privacy Statement elsewhere in this document.

5. ACCESS TO SERVICES; SUPPORT; THIRD PARTY PROVIDERS; RIGHTS

To use the Services, the Subscribing Organization and its Members must obtain and pay any fees for access to the World Wide Web and provide all equipment necessary to make such connection, including a computer and modem or other access device. The Subscribing Organization and its Members may access the Services and the Site only by means of the interface provided by RSense360. Although the Services and Site are generally accessible worldwide, access may not be available to all persons or in all locations.

RSense360 reserves the right to limit access to the Site or the Services by any Subscribing Organization, Member, or person, or from any location. The Services contain links to other World Wide Web sites of RSense360's partners, affiliates, and providers of content or services to RSense360 in delivering the Services or to its Subscribing Organizations as part of the Services (collectively, "Third Party Providers") and to other resources and sites (all such sites collectively, "Linked Sites"). Such links are provided for the convenience of the Subscribing Organization and its Members only, and are not reviewed, monitored or controlled by RSense360. RSense360 does not endorse, is not responsible for and makes no representation or warranty concerning the reliability or availability of these Linked Sites or the accuracy, reliability, completeness or authenticity of their contents, advertising or products, and is not responsible for web casting or any transmission received from any Linked Site. Use of Linked Sites is subject to the privacy policies, terms of service and other conditions applicable to such Sites. Any concerns regarding any Linked Site or its content, products or services should be directed to the administrator or webmaster of such Linked Site.

6. FEES

All fees are payable in US dollars unless invoiced or charged by RSense360 in another currency, in which case the fees must be paid in the currency invoiced. All transmission fees, currency translation fees, wire and bank fees chargeable by or deducted from remittances by any bank, including the transmitting, intermediary or recipient bank are the responsibility of the remitting party (Subscribing Organization).

Merchant fees charged by Credit Card Companies and by PayPal assessed to RSense360, will be absorbed by RSense360 and are expressly not the responsibility of the remitting party (Subscribing Organization).

During completion of the site subscription, one person is designated as the responsible contact for purposes of billing and payment of fees (the "Administrator"). The Administrator is not personally liable for the site fees, nor are individual site members. The obligation to pay fees rests with the Subscribing Organization.

The Administrator may, however elect to furnish a personal credit card for the purpose of paying site fees in which case the furnishing of such information is considered his/her authorization for RSense360 to use the card for any and payments related to the site. The Administrator may be changed by any site administrator directly through the site and when any change is made all Site Administrators are notified by e-mail. The Services are provided on a subscription basis. Such subscription charges entitle the Subscribing Organization and its Members to use the Services without any banner advertising or sponsorship advertising within the product. Third party opt-in email services, HTML email that may have sponsors or ads within it, and free subscription offers are not considered advertising or sponsorship advertising for purposes of subscription charges. Subscribing Organizations and its Members agree that should subscription charges not be paid in a timely manner, RSense360 may, in its sole discretion, discontinue service until such time as the payments are brought current. Subscribing Organizations and its Members further agree that should payment for the Services be made to a third party in connection with its offering of our service, and said third party fails to make payments to RSense360, RSense360 may, in its sole discretion, discontinue service until such time as the payments are brought current.

The Monthly Subscription Fees are charged in accordance with RSense360's published prices at the time of initial subscription to the service. RSense360 reserves the right to periodically adjust Monthly Subscription Fees for existing clients. An email containing the details will be sent to each Administrator 60 days in advance of an adjustment.

Billing will begin starting with the initial payment and repeat on the same day of each calendar month thereafter. It is the responsibility of the Site Administrator(s) to monitor and update their site membership. RSense360 will not be responsible for deleting site member records, nor will it do so if requested. Deletion of member records must be done by a Site Administrator. Subscription fees are billable to the person designated by the Subscribing Organization as indicated in the Site Administrator information record, which may be accessed and updated only by a Site Administrator. It is the Subscribing Organization's responsibility to ensure that the Administrator information is complete and accurate at all times. Only a Site Administrator or the designated Administrator person may cancel a Site subscription. Cancellation may be made at any time by any Site Administrator or Administrator person through an e-mail instruction from either a Site Administrator e-mail account or an Administrator person's e-mail account as contained on the Site. Cancellation requests must be addressed to support@RSense360inc.com. Any cancellation will take effect, for billing purposes, as of the last day of the calendar month in which the cancellation request is received by RSense360. Upon receipt of a valid cancellation request, RSense360 may deactivate the Site at any time. Unless and until a cancellation request is received by RSense360, the Subscriber agrees that RSense360 may automatically invoice or charge the credit card on file for the full amount of each succeeding month's subscription.

RSense360 reserves the right to increase the fees it charges for access by the Subscribing Organization and its Members to the Premium and Pro Versions, provided, however, that RSense360 will provide no less than thirty (30) days advance notice to existing Subscribers of its intention to do so.

Fees for other services, including but not limited to extra disk storage and/or customization are also charged in accordance with the prices in effect at the time of purchase, or renewal.

7. STORAGE AND DATA TRANSFER

Storage space in the amount of .5 Gig, and monthly data transfer in the amount of 1G for the Subscribing Organization is currently provided by RSense360 as part of the Service. These amounts are more than sufficient for small and medium size organizations, provided they regularly remove inactive jobs from the Site. Storage and transfer beyond these amounts will be charged to the Subscribing Organization monthly, according to current pricing. RSense360 reserves the right to limit data transfer of any or all sites in its sole discretion if it deems such limitation to be in the best interests of the operating performance across all sites. In addition, RSense360 reserves the right to limit the number of e-mails transmitted from its servers for any individual site or group of related sites on a daily basis in its sole discretion.

8. PRIVACY POLICY

RSense360 respects the privacy of its Subscribing Organizations and Members. During the registration process, RSense360 collects personally identifiable information from the Subscribing Organizations and their Members. RSense360 may also collect personally identifiable information at other times. RSense360 uses such information only for its own internal purposes. We will not sell, rent or release a Subscribing Organization's or Member's personally identifiable information to any other party except with its explicit permission or under special circumstances. In addition, we will not release the Site Information except at the request of the Subscribing Organization or under certain rare special circumstances as dictated by law.

At RSense360, we know the security of your site and data is an important issue for you. RSense360 exercises great care to secure your personally identifiable information and Site Information, and has implemented security measures in accordance with industry-standard practice. RSense360 uses multi-layered security to protect your intranet site, and we are continuously engaged in examining and updating security as we update our Service. More information about our security practices and the protection of your data, is available on our corporate website.

Internally, we restrict access to all personally identifiable information and Site Information to employees who need access to the information in order to do their jobs. These employees are limited in number, and are committed to our privacy and security policies. All such employees execute comprehensive nondisclosure agreements, which provide explicit confidentiality protections. Any employee who violates our privacy and/or security policies is subject to possible termination and civil and/or criminal prosecution.

Unfortunately, no data transmission over the Internet can be guaranteed to be totally secure, and there is a slight risk that data could be intercepted or interrupted during Internet transmission. Although we strive to provide for secure transmission of Subscribing Organization and Member personally identifiable information and all Site Information from the Member's computer to RSense360's servers and for secure storage of all Site Information, RSense360 cannot warrant the security of any information Subscribing Organizations or Members transmit to us or from our online services or store on the Sites, and Subscribing Organizations and Members do so at their own risk.

9. SUBSCRIBING ORGANIZATION'S AND MEMBERS' RESPONSIBILITIES; MATURE AUDIENCE SITE DESIGNATION

All Site Information, Registration Information, Personal Information and other information stored, publicly posted or privately transmitted through the Services by the Subscribing Organization or its Members, the

confidentiality and privacy of all of the same and of the Site, and all uses of the Services and the Site by the Subscribing Organization and its Members are their sole responsibility. Without limitation, the Subscribing Organization and its Site Administrator(s) are responsible for monitoring the contents, use of and access to the Site and all such Information. Without limitation, the Subscribing Organization agrees that it and its Members will use the Services and the Site only in accordance with these Terms, and will not use them to:

- a.** upload, store, post, link to, email or otherwise transmit, distribute, publish or disseminate any Site Information, Content or other information (i) that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, objectionable or libellous, or promotes such activity; (ii) that (or the transmission, distribution, publication or dissemination of which) infringes any patent, trademark, trade secret, copyright, or other rights or proprietary rights of any party, violates any contractual or fiduciary relationships (such as inside, proprietary or confidential information); (iii) that is harmful to minors; or (iv) that contains software viruses, trojan horses, worms, time bombs, cancelbots or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protect" devices, any other harmful or disruptive program, or any warez, cracks, hacks, associated utilities or other piracy related information;
- b.** provide inaccurate, incomplete, outdated or misleading Registration Information or e-mail addresses, create a false identity or manipulate identifiers to mislead or to disguise the origin of any information stored on the Site or transmitted through the Services, or impersonate or otherwise misrepresent any affiliation with any person or entity;
- c.** modify, use, download, publish, upload, post, transmit, transfer, sell, reproduce, create new or derivative works from, license, distribute, perform, display, broadcast, exploit or otherwise copy any portion of the Services, Site Name, or any Content, or any products or other services (including software) obtained therefrom, or permit access to the same by any unauthorized person or entity;
- d.** attempt to gain unauthorized access to the Services, Content, other Sites, Registration Information, Site Information or Personal Information, or other computer systems, servers or networks connected to the Services; or
- e.** violate (intentionally or unintentionally) any applicable local, state, national or international law or regulation, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any securities exchange of any jurisdiction, laws regarding the transmission through the Services of technical data or software exported from the United States and/or the country(ies) in which the Subscribing Organizations and/or its Members reside, and laws and regulations regarding online conduct and acceptable content of the Subscribing Organization's and its Members' transmissions, Site and Site Information. RSense360 does not monitor information transmitted through the Services, Site Information or use thereof except to the limited extent permitted in these Terms or the Privacy Statement, but we have the right (but not the obligation) to require the Subscribing Organization to delete, move or edit any Registration, Site or Personal Information that violates the same. RSense360 reserves the right to examine the information or customer data contained within any Site, however, for the sole purpose of determining if a violation of these Terms of Use has occurred. The Subscribing Organization must evaluate and bear all risks associated with use of any Site Information and any other information or products obtained from the Services, including any reliance on the accuracy, completeness or usefulness thereof.

10. ANTI-SPAM POLICY

RSense360 does not condone or allow spam. The Subscribing Organization and its Members may not use the Services, Content, RSense360 name or servers, the Site Information or the Sites to email or otherwise transmit, distribute, publish or disseminate any unsolicited advertising, survey, promotional materials, "junk email," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or duplicative or unsolicited messages (commercial or otherwise) with respect to the Sites, Site Information or any other

business, product or service, and may not use the Site Name as the return address on any unsolicited communication. Without limitation, Subscribing Organizations and Members may not use the "Invite Others to This Site" feature of the Services to send e-mail communications to a prospective Member unless they have a reasonable basis to believe that the recipient will want to become a Member. We encourage Subscribing Organization and its Members to help us enforce this policy. To report a violation, contact us at support@RSense360inc.com. As provided in the Privacy Policy, RSense360 will cooperate with legal authorities in releasing information about Subscribing Organizations and Members who violate this Anti-Spam Policy.

11. BACKUP

RSense360 regularly backs up Site Information stored on the Site, and stores the same for a limited time. Subject to the limitations set forth in Sections 4 and 5 hereof, upon the Subscribing Organization's request and payment of the then-current fee, we will make reasonable efforts to restore Site Information. RSense360 will have no liability for any failure to back up or restore such Site Information, or for interruptions, delay or suspension of access to or unavailability of Site, Registration or Personal Information, or any loss of such Information, data or transmissions.

12. WARRANTY INFORMATION AND DISCLAIMERS

WARRANTY DISCLAIMER. YOU UNDERSTAND AND AGREE THAT THE SERVICES, AND ANY ASSOCIATED SOFTWARE, ARE PROVIDED "AS IS" AND "AS AVAILABLE." RSENSE360 EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. RSENSE360 MAKES NO WARRANTY OR REPRESENTATION REGARDING THE SERVICES, ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH THE SERVICES, THE SITE, OR THAT THE SERVICES WILL MEET ANY SUBSCRIBING ORGANIZATION OR MEMBER REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES AND THE SITE ARE AT THE SUBSCRIBING ORGANIZATION'S AND/OR MEMBER'S SOLE RISK. THE SUBSCRIBING ORGANIZATION AND ITS MEMBERS WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE SUBSCRIBING ORGANIZATION, THE MEMBER, THE SITE, AND ANY LINKED SITES RESULTING FROM THE USE OF SUCH SERVICES OR WEBSITE.

13. INDEMNITY

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RSENSE360 SOLUTIONS INC., SUPPLIERS OR AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, PROCUREMENT OF SUBSTITUTE GOODS AND/OR SERVICES, OR ANY OTHER PECUNIARY LOSS) INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF, OR RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICES, THE SITE, OR ASSOCIATED SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF RSense360 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, RSENSE360'S MAXIMUM CUMULATIVE LIABILITY AND THE SUBSCRIBING ORGANIZATION'S AND ITS MEMBERS' EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE SUBSCRIBING ORGANIZATION FOR THE SUBSCRIPTION SERVICES (EXCLUDING ANY PER USE OR PROFESSIONAL SERVICE FEES) IN THE PREVIOUS 12 MONTHS EVEN IF ANY REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

14. PROPRIETARY RIGHTS

The Services, RSense360 Website, and all Content, and all trademarks, including but not limited to all material distributed or presented to the Subscribing Organization or its Members through the Services by RSense360 or its Third Party Providers or on the Linked Sites, and all rights and intellectual property rights therein, are the sole property of RSense360, or its Third Party Providers, and are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Any comments, suggestions or ideas or other information submitted to RSense360 through this Website, in writing, by e-mail or otherwise to RSense360 will be the property of RSense360 and RSense360 will have all rights therein without any obligation to compensate the Subscribing Organization or its Members. All Site Information will remain the sole property of the Subscribing Organization, its Members or any party with rights therein. Any rights not expressly granted herein are reserved.

All materials published by RSense360 and its Third Party Providers, including but not limited to text, graphics, names, logos, service marks and trademarks, and information contained on any Linked Sites (collectively, the "Content") are the property of or controlled by RSense360 or the party credited as the provider of the Content.

The Subscribing Organization and its Members will respect all proprietary rights of RSense360 and its Third Party Providers in and to the Content, Site Name, Services, and Site, any products or other services obtained therefrom.

15. MISCELLANEOUS

a. Assignment. Neither party may assign or delegate their respective obligations under this Agreement either in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign their rights and obligations under this Agreement as the result of a merger, consolidation, acquisition or the sale of all or substantially all of the assets of the assigning party and RSense360 may assign its rights and delegate its obligations in whole or in part to an affiliate, provided that either party may terminate this agreement upon 10 days notice, if the assignee can be reasonably considered a competitor of the non-assigning party.

b. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the United States and Canada as applied to agreements entered into the United States or Canada.

c. Interpretation and Conflicting Terms. This Agreement will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. RSense360 shall not be bound by terms additional to or different from those in this Agreement that appear in Your acknowledgements, purchase orders, quotations, prior understandings, or in any other communications between the parties, unless such terms are expressly agreed to by amendment to this Agreement, and are executed by both You and RSense360.

d. Force Majeure. Except for Your obligation to pay for the Services rendered, neither party will be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of God, labor disputes, actions of any government agency, shortage of materials, acts of terrorism, or the stability or availability of the Internet or a portion thereof.

e. Waivers. The waiver of any one breach, default or right granted under this Agreement will not constitute the waiver of any subsequent breach, default or right granted. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.

f. Use of the Services. You may use the Services only for sessions or meetings in which You are an active participant, and as permitted under the terms and conditions of this Agreement or other written agreements between You and RSense360. You may not resell, distribute, use on a timeshare or service bureau basis, or otherwise directly generate income from the Services. You will not modify, make derivative works of, disassemble, decompile or reverse engineer the Site, Services or any component thereof.

g. U.S. and Canadian Export Law. You acknowledge that the Services are subject to U.S. and Canadian export control laws and regulations. You represent that you are not a citizen of an embargoed country or prohibited end user under applicable U.S. or Canadian export and anti-terrorism laws, regulations and lists. You will not use, export or allow a third party to use or export the Services in any manner that would violate applicable law, including but not limited to applicable export control laws and regulations.

16. REPRESENTATIONS OF SUBSCRIBING ORGANIZATION

By registering and accepting these Terms, the initial Site Administrator on behalf of the Subscribing Organization and all its Members, and each Member on its individual behalf, hereby represents and warrants to RSense360 that: a. s/he is the duly authorized Site Administrator or Member of the Subscribing Organization and has the authority and legal capacity to register and accept these Terms on behalf of the Subscribing Organization and to bind the Subscribing Organization thereto, and/or to register and accept the same on his/her own behalf and to be bound thereby; b. all Members are at least 18 years of age, or are at least thirteen (13) years of age and have parental permission to establish a Site and/or use and access the Services; c. (i) the Subscribing Organization and its Members are eligible to establish a Site and to become Members, (ii) the Subscribing Organization and its Members accept and agree to be bound by these Terms, and the Subscribing Organization will take all steps necessary to ensure that its Members so accept and are bound by the same, without limitation or qualification, and (iii) the Subscribing Organization and Members will regularly review these Terms, and in the event of any change, the Subscribing Organization's or Member's failure to promptly discontinue use of the Services and Site as provided in Section 4 hereof will be deemed to indicate the agreement of the Subscribing Organization, on its own behalf and on behalf of its Members, and of its Members to accept and be bound by such changes.