



## EURIKA VIRTUAL TERMS & CONDITIONS

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As of the Effective Date (as defined below), in consideration of the premises, mutual covenants contained in this Agreement (as defined below) and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each of the parties. The parties are the provider of the Services, Eurika Virtual Systems Inc., hereinafter referred to as the "Company" and the receiver of the Services, hereinafter referred to as the "Customer". The parties agree as follows:

**Term:** For our monthly service plans, the minimum term is 3 months, which will automatically renew on a monthly basis after this initial 3-month term is completed. For Customers purchasing the responsive, mobile-ready website upgrade, the term is project based and completed when the product is successfully delivered to the Customer. Sponsorships are expected to provide the Company data once per month for 12 months.

The Company's full-service plans can include, depending on the plan selected, keyword analysis, search engine optimization, SEO copywriting of content, management of pay per click campaigns, posting of social media content to Facebook and Twitter, Google Places updates, management and development of online reputation, regular performance reporting, website content management, hosting, email marketing platform, personal concierges for updates, inquiries and changes.

**Excluded Services:** These services, activities and expenses are not included as Services- print materials, stationary, business cards, managing or getting involved in directly dealing

### INTERPRETATION

**Definitions:** In this Agreement, unless the context requires otherwise, the capitalized words and phrases set out below have the following meanings:

- a. "Additional Services" means services requested by Customer that do not form part of the Defined Services; the Customer may request additional services and can be upgrade or downgrade from time to time.
- b. "Agreement" means collectively these Terms and Conditions, including any schedules or appendices;
- c. "Effective Date" means the date Customer chose to purchase one of Eurika's online website and/or service packages and the financial transaction was successfully completed with fees being paid by the Customer to the Company.
- d. "Term" means the specific period identified as the duration of the Agreement for which the Customer agrees to retain Eurika Virtual for its Services.
- e. "Excluded Services" means the obligations described under the "Excluded Services" heading.
- f. "Fees" means any monetary amount payable by the Customer to the Company, as outlined at the time of purchase. Fees will typically involve a one-time set up fee and if additional fees are due they will be outlined by initial invoice.
- g. "Services" means the services to be performed by Company, as described under the "Description of Services" heading above, and includes any timelines prescribed in respect of the provision of those services, as well as any Additional Services that are formally undertaken in accordance with the terms of this Agreement, but does not include the Excluded Services. A list of Services per
- h. "Service Plan" means the plan selected by the Customer which are listed in detail on the Company website. These include but are not limited to, "Essential", "Premium", "Ultimate" and "Diagnostic Trial".
- i. "Sponsored" means that in lieu of Company's regular retail pricing, the Company is providing to the Customer a completed, mobile-ready website at a price outlined by email to the Customer at the time they are accepted into the Company's Sponsored Site Program. This program involves no additional monthly charges, or services which involve monthly fees. All content of the created websites shall be deemed to be owned by the Customer once the website is completed and turned over to the Customer.

**Conflict:** In the event of any explicit conflict or inconsistency between these Terms & Conditions, and any other Eurika documentation received by the Customer, this document shall be deemed to be correct.

**Currency:** All dollar amounts (\$) stated in this Agreement are in U.S. Dollars. All payments are subject to payment of GST (General Services Tax) and PST (Provincial Sales Tax).

**Termination Fees:** All sales are final and the fees outlined for the completion of a responsive website will remain due



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according to the agreed pay schedule. There is no additional term for these our responsive website upgrade Customers. For the Company's monthly service plans, which are outlined on the Company website, the minimum commitment is 3 months. For Sponsored Customers, they may terminate at any time without charge or penalty, provided they have paid any fees which were agreed to as part of their website development.

**No Further Obligations.** Upon the termination of this Agreement, all obligations of the parties to one another will end except as specifically set forth in the sections entitled Other Obligations and Intellectual Property Rights, which will survive the termination of this Agreement. The Intellectual Property of the client, including content, videos, pictures provided by the Customer, shall at all times remain the sole property of the Customer provided they have paid in full for all Services as governed by this Agreement. Upon their accepted release, the Customer will receive the files for their website. The Company's Intellectual Property, including its highly confidential and proprietary formula for product delivery, involves a number of interconnected software platforms, services and vendors. The Customer will treat that knowledge as confidential.

**Additional Services** Company realizes that the Customer may request additional services or functionalities of their website. The Company will work with the Customer to accommodate their needs. If significant additional work is needed, the Company will provide the Customer with an outline of additional costs, which the Customer will need to agree to before commencing with the work. For its service plan Customers, the Company provides tools to the Customer so that they can easily make most of these changes themselves. If there is assistance required by the Company, the Company will provide a Personal Concierge service, which shall not exceed 1 hour per month for the Essential Service Plan or the Premium Service Plan and not to exceed 2 hours for the Ultimate Service Plan. Any work requested over and above that by the Customer shall be deemed to be Additional Services and will be offered at the standard rate of \$60/ hour by the Company.

### SERVICES

**Services.** Company will provide the Services to you, on a non-exclusive basis.

**Delivery.** Company will perform the Services during the Term in accordance with the terms of this Agreement, provided that all requested instructions, documents, information and materials are provided by Customer in a timely and accurate manner.

**Standard of Service.** The Services will be performed in accordance with the standards of care, skill and diligence of a professional in their field and in a timely manner.

**Delay.** If Company is delayed in the performance of the Services by an action or omission of the Customer or third parties or by circumstances outside of the Company's control, including the Customer's failure to provide all requested instructions, documents, information and materials in a timely and accurate manner, any timelines established, including the Term, will be extended for a reasonable time period. The Customer acknowledges that delays caused by their acts or omission may require the Company to incur additional costs and the Company may bill the Customer a reasonable amount, to be determined by the Company, in connection with any costs incurred by the Company in connection with a delay caused by the Customer. Company would notify Customer of any costs being incurred at the time of the delay so that Customer has an opportunity to speed delivery and avoid any additional expenses.

**Control and Direction.** Unless otherwise specifically contemplated in this Agreement, the means, location and manner in which Company performs the Services is within its sole discretion and shall be treated as highly confidential. The Company may contract third parties to perform any part or all of the Services.

**Alterations and Modifications.** The Services may be improved, updated, changed or altered from time to time as keeping up to date in the rapidly moving technology sector can be expected to require. In such instances the Company will not require any additional modification, amendment or approval of the Customer to this Agreement. The Customer agrees the Company shall be deemed capable of solely directing the evolution of its products.

**Additional Services.** If Customer requests and Company desires to perform any Additional Services, Company will set out our understanding of the scope of the services to be performed as well as the expected timing and the fees. Once Company have received confirmation (by e-mail) from Customer that the scope is accurate and the timing and fee is acceptable to Customer, the Additional Services will constitute Services under this Agreement, the agreed upon timing will constitute the Term in respect of those services and the provision of those services will be governed by the terms of this Agreement.

### PAYMENT

**Payment of Fees.** In consideration for the performance of the Services, in accordance with this agreement, Customer will pay the Company Fees in the manner specifically set forth in this Agreement. Customer can pay Fees using credit



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cards or other payment services such as PayPal, which will be automatically charged for the Company's Fees as outlined. All Fees are exclusive of any goods and services tax or provincial sales taxes, and which shall be added to any Fees at the time of the transaction.

**Refunds.** The Company permits the Customer to cancel at any time. With our responsive website upgrades, all sales are final and not eligible for refunds. For our service plan Customers, in the case the Company hasn't delivered its Services as promised, the Customer would be entitled to a refund of monthly fees of 50% for each month in which Service wasn't delivered to the standard the Company has committed to.

**Suspension of Services.** Company may suspend any or all the Services prior to their completion if the Fees are not paid as set forth in this Agreement, provided that Company will provide Customer with at least 5 days prior notice of our intention to suspend the Services for non-payment.

### OTHER OBLIGATIONS

**Confidentiality.** Unless otherwise authorized by Customer or required by law, Company will at all times respect and keep strictly confidential all information provided by the Customer to the Company that would reasonably be considered to be confidential in nature and will not reveal any such information to any person unless that person is involved in assisting the delivery of the Company's products. However, the following information is not required to be kept confidential, unless Company specifically agree otherwise in writing: (i) information that was or becomes generally available to the public other than as a result of a disclosure by the Company or its affiliates, directors, officers, employees or representatives; (ii) information that was or becomes available to the Company on a non-confidential basis from a source other than from Customer or their advisors, provided that the source of such information is not bound by a confidentiality agreement with the Customer; (iii) information that was already known to the Company; (iv) the fact that Customer is or was formerly a client of the Company and non-confidential details related to the Services; or (v) information that was independently developed by the Company.

**Non-solicitation** The Customer agrees that during the Term of this Agreement and 12 months afterward to no directly or indirectly, hire, engage, solicit or take away or cause to be hired, engaged, solicited or taken away any Representative or employee of the Company for the purposes of working or contracting with any business related to or competitive to the business of the Company, or solicit the trade or patronage of any of the Company's customers or prospective customers or of anyone who has traded or dealt with the Company with respect to the Services or the business of the Company.

### INTELLECTUAL PROPERTY RIGHTS Ownership and Use of Work Product.

Provided that none of the Fees owing to the Company are in arrears, the Customer will be the sole owner of all rights to the content used by the Customer's website and hosted online including patents, trade secret rights, copyright and other proprietary rights to any materials which they provided to the Company or the Company developed on their behalf. The Company will be the sole owner of all rights in and to the product of the Services that excludes the content hosted online for your website. This will include patents, trade secret rights, copyright and other proprietary rights to the processes that the Company uses to sell, manage, deploy and market its products. Notwithstanding the foregoing, Company will be entitled to use the name of the Customer in its marketing, future publications, competitions or other promotional uses, unless the Customer refuses such consent in writing.

**Ownership of Preliminary Designs.** The design, drawings and specifications prepared by us in connection with this Agreement, including but not limited to plans, sketches, drawings, graphic representations and specifications, and computer-generated designs and materials, not hosted online by the website provided as part of the Services will be Company's sole and exclusive property. Upon our request, Customer will return any such preliminary work to Company and Customer will not use, sell, license or reproduce the preliminary work without our prior written consent.

### INDEMNIFICATION AND LIMITATION OF LIABILITY

**Indemnity by Company.** Company agree to indemnify and hold the Customer harmless from any and all claims, costs, damages, assessments, penalties, interests, liabilities or losses which the Customer may suffer or incur as a result of, in respect of, or arising out of, either directly or indirectly, our (i) gross negligence, (ii) willful misconduct or (iii) infringement or misappropriation of a third parties' right, up to a maximum value not to exceed the total of the Fees paid by the Customer to the Company at the time of said claim. In no case, regardless of circumstances, will the Customer seek damages from the Company that exceed the total Fees paid received from the Customer by the Company at the time of said claim, whether those damages were covered by this indemnity clause or otherwise.

**Indemnity by Customer.** Customer warrants and represent that all documents, information and materials provided by Customer to Company are legally owned by Customer or licensed to Company. Customer agrees to indemnify and hold us harmless from any and all claims, costs, damages, assessments, penalties, interests, liabilities or losses which Company may suffer or incur as a result of, in respect of, or arising out of, either directly or indirectly, your actual or alleged (i)



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gross negligence, (ii) willful misconduct or (iii) infringement or misappropriation of a third parties' right.

**No Infringement.** The Company will not knowingly infringe upon any patent, copyright, license, trade secret or other proprietary right of any third party in the provision of the Services.

**LIMITATION OF LIABILITY.** THE AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER FOR ANY LOSS OR DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR NEGLIGENT MISREPRESENTATION), STRICT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, SHALL NOT IN ANY CIRCUMSTANCES EXCEED THE AMOUNT OF THE FEES PAID BY THE CUSTOMER TO THE COMPANY. IN ANY EVENT, AND FOR GREATER CERTAINTY, COMPANY WILL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

NO WARRANTY, CONDITION, DUTY, UNDERTAKING OR TERM EXPRESS OR IMPLIED STATUTORY OR OTHERWISE INCLUDING WITHOUT ANY LIMITATION AS TO THE CONDITION, SATISFACTORY, QUALITY, PERFORMANCE, DURABILITY OR FITNESS FOR PURPOSE IS GIVEN OR ASSUMED BY THE CUSTOMER AND ALL SUCH WARRANTIES, CONDITIONS, DUTIES, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED.

### GENERAL PROVISIONS

**Entire Agreement.** This Agreement constitutes the entire agreement among the parties in relation to the subject matter hereof and replaces and supersedes all prior agreements, negotiations, and representations, whether verbal or written, express or implied, statutory or otherwise between or among the parties with respect to the Services.

**Severability.** If a court finds that any provisions of this Agreement are invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

**Assignment.** Customer may not assign this Agreement without our written agreement. The Company may assign or transfer this Agreement without prior written consent by Customer if The Company determines in its sole discretion that it will be better to be able to provide Customer the Services by assigning this Agreement.

**Waiver.** No waiver by any party of any provision or breach of this Agreement by another party will be deemed a waiver of any similar or dissimilar provision or breach at the same or at any prior or subsequent date.

**Notice.** Any notice or communication required or permitted to be given under the Agreement will be in writing and will be considered to have been given if delivered to the addresses noted in the Customer's credit card billing address or any other address that the Customer specifically provides to the Customer. Any notices under this Agreement from the Customer to the Company needs to be delivered by registered mail to the Company's offices.

**Governing Law.** This Agreement shall be deemed to be made pursuant to the laws of the Province of British Columbia and the Country of Canada applicable therein and shall be governed by and construed in accordance with such laws.

**Attornment.** The parties agree to attorn to the exclusive jurisdiction of the British Columbia Courts, to bring any claim arising from this Agreement in the Vancouver Registry of the British Columbia Courts, to be bound by any judgments thereof and not to seek, and hereby waive, review by the courts of any other jurisdiction.

**Legal Advice.** Customer and Company each acknowledge having received the opportunity to obtain legal advice in relation to this Agreement.

**Time.** Time is of the essence in this Agreement.

**Successors and Assigns.** This Agreement will bind and benefit both Customer and the Company and each of their respective successors and permitted assigns.

**Nature of Relationship.** The Company as well as its officers, employees and subcontractors are independent contractors and are not employees or agents of the Customer and that this Agreement will not create any partnership, joint venture, employer/employee, principal/ agent, master/servant, franchise or any other relationship between the Customer and the Company, or its officers, employees and subcontractors except that of independent contractor and contractee.