

## Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE. By using this site, you ("the Customer") signify your agreement to these Terms and Conditions. If you do not agree to these Terms and Conditions, do not use this site. Live Chat Media Productions Inc. may modify these Terms and Conditions at any time.

If you download software from the site, the software, including all files and images, contained in or generated by the software, and accompanying data (together referred to as "Software") are deemed to be licensed to you by Live Chat Media Productions Inc., for your personal, non-commercial home use only. Live Chat Media Productions Inc. does not transfer either the title or the intellectual property rights to the Software. Live Chat Media Productions Inc. retains full and complete title to the Software as well as all intellectual property rights therein. You may not sell, redistribute or reproduce the Software, nor may you decompile, reverse engineer, disassemble or otherwise convert the Software. All trademarks, images, and logos are owned by Live Chat Media Productions Inc. or its licensors and you may not copy or use them in any manner.

This website contains material which is owned by or licensed to us. This material includes, but is not limited to design, layout, look appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

From time to time this website may include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

Certain areas of the Site (and your access to or use of certain Services or Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms of Service and terms and conditions posted for a specific area of the Site, Services or Content, the latter terms and conditions shall take precedence with respect to your use of or access to that area of the Site, Services or Content.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE OR THE SERVICES OR BY DOWNLOADING, POSTING, BROADCASTING, OR STREAMING ANY CONTENT FROM OR ON THE SITE OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, SERVICES OR CONTENT. If you accept or agree to these Terms of Service on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms of Service and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

**Controlling your personal information:** Live Chat Media Productions Inc. will not sell, distribute or lease Customer personal information to third parties unless Live Chat Media Productions Inc. have your permission or are required by law to do so. Live Chat Media Productions Inc. may use Customer personal information to send promotional information about third parties which the Customer may find interesting. The Customer may request details of personal information which we hold about the Customer under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please email us at: [customerservice@livechatmedia.com](mailto:customerservice@livechatmedia.com). If you believe that any information we are holding on you is incorrect or incomplete, please email us as soon as possible. Live Chat Media Productions Inc. will promptly correct any information found to be incorrect.

**Complaints:** Any customer complaints need to be emailed to [customerservice@livechatmedia.com](mailto:customerservice@livechatmedia.com). Live Chat Media Productions Inc. endeavour to respond to all complaints or queries immediately or within five working days.

**Licence:** Live Chat Media Productions Inc. grants the Customer a licence to access the content, information and services contained within our website for personal use only.

This licence allows the Customer to download and cache (using your browser) individual pages from our website.

This licence does not allow you to download and modify individual pages or substantial parts of our website.

Live Chat Media Productions Inc. website design, layout, content or text cannot be copied, edited or otherwise manipulated without our express prior written permission.

Live Chat Media Productions Inc. website cannot be placed within the frame-set of another site.

Third parties are not allowed to "deep link" to pages within our website, without our express prior written permission. Furthermore, the content of such links, whether graphic or text should not be misleading, false, derogatory or in any other way offensive.

**Live Chat Media Agent 15 Day Free Trial Offer:** To help you get started, Live Chat Media Productions Inc. offers a 15-day risk free trial. You can try "Live Chat Media Agent" risk free to determine for yourself if this product is right for you. When you submit your order, you agree will receive an email from us with all the codes to implement the Live Chat software on your company website. If you find that the product is not right for you, simply email your [customerservice@livechatmedia.com](mailto:customerservice@livechatmedia.com) to cancel before the end of your 15-day trial period and you will not be charged anything. Your 15-day trial period begins when you receive your codes to be implemented. If you do not receive your risk free trial order when ordering, please contact our [customerservice@livechatmedia.com](mailto:customerservice@livechatmedia.com). If you do not cancel before the end of your 15-day trial period, a Live Chat Media Sales representative will contact you to discuss purchasing this software and to get fully licensed.

**Live Chat Media Agent Billing:** You will be billed for services you have selected to receive on a recurring basis until and unless the service(s) we are providing is cancelled by you. You may select from monthly, quarterly, or yearly recurring billing plans. By accepting any of our services, you agree to keep us updated as to your billing information.

No refunds will be issued. If you cancel the service before the end of your current paid-up subscription period, your cancellation will take effect immediately and you will not be charged again.

Accounts that have become delinquent (more than 10 days past due) are subject to deactivation without further notice being given to you.

You must specifically cancel any service that you no longer wish to use and pay for by emailing us at [billing@livechatmedia.com](mailto:billing@livechatmedia.com).

**One Time Payments:** A deposit is required from any new client before any work is carried out. Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email and telephone to remind them of such payments if they are not received when due. If accounts are not settled or e have not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment, non-payment can result in county court judgements being added to the clients credit rating.

Following consistent non-payment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

Any Hosting Payments or website add-ons we require all accounts are set up on a pre-pay basis. We accept payments by Cheque, Credit Card, Pay Pal.

All pricing is guaranteed for the term of pre-payment. Live Chat Media Productions Inc. reserves the right to change prices at any time. Payment is due each anniversary month or period following the date the account was established. If 10 days have passed and payment has not been posted to cover any hosting fees, the account will be suspended until further notice. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies Live Chat Media Productions Inc. to request termination of services.

**Live Chat Media Spokesperson Script:** The Client is solely responsible for the content of the script(s). Any claims or statements made in script(s) are the responsibility of the client. Live Chat Media Productions Inc. reserves the right to refuse scripts for any content it deems inappropriate or unacceptable. Live Chat Media Productions Inc. reserves the right to request documentation backing up any claims made.

**Live Chat Media Spokesperson Filming:** Live Chat Media Productions Inc. provides all video production, promotional clips or multimedia presentation services to our clients. Live Chat Media Productions Inc. will film, edit and provide all necessary html code for playback of videos, within a reasonable time frame. Live Chat Media Productions will film, edit and render videos for progressive download broadcast on the internet. All technical support will be provided for the installation and deployment of videos if needed.

**Completing Your Creative Brief:** Live Chat Media Productions Inc. requires the customer to complete our internal creative brief for all website and/or logo design (either online, or emailed or faxed) in full in order to meet your design requirements. If we do not receive a complete creative brief, Live Chat Media Productions Inc. will notify you and will wait to proceed until the creative brief is completed in full. If you, the Customer, request us to proceed with an incomplete creative brief, and you are not satisfied with your first draft, you will be required to purchase a second draft.

**Content for Your Website Logo Design:** The Customer is 100% responsible for providing the content (wording and information) for your website and/or Logo Design in a fully prepared format (able to be cut and pasted in to your website). Live Chat Media Productions Inc. is not responsible for the editing, spell check or grammar errors when the content is provided by the client. Live Chat Media Productions Inc. is not responsible for delays to your website as a result of the client either NOT providing or providing incomplete content. Content will also include required PHOTOS that you want included on your website. The client is responsible for providing photos or photo direction to Live Chat Media Productions Inc. Live Chat Media Productions Inc. will provide all written content for your website design at an additional cost and that too must be paid within the deposit. All extra paid services must also be paid upfront including domain name searches.

Live Chat Media Production Templates and/or Dreamtemplates trademarks, logos, service marks, images, trade names and other distinctive branding features used in connection with the Services are the trademarks of Live Chat Media Productions and may not be used without permission. Other trademarks that may appear on our Services are the property of their respective owners. Live Chat Media Productions Inc. reserves the right to include within your Website applicable Live Chat Media Productions copyright and trademark notices. All notices and links will be displayed consistently in such form and placement as determined by Live Chat Media Productions. For purposes of this Agreement, all templates offered by Live Chat Media Productions Inc. are copyrighted material and are considered part of livechatmedia.com. Such templates are offered for use to users under a limited license only, and are not offered for sale or unbridled use. Such license limits use of templates to Websites hosted by Live Chat Media Productions. Live Chat Media Productions Inc. templates may not be transferred to or hosted on another web host or Internet Service Provider.

**Support of Your Website:** We will provide you website updates and/or any changes that need to be made to your website at additional costs. If you have any questions with regards to your website account details, please email us at [webdevelopers@livechatmedia.com](mailto:webdevelopers@livechatmedia.com).

**Extra Paid Services:** Our paid services include various options: Clickview & Timeline software, additional actor, domain name search, hosting, language translation, ecommerce etc. All prices are subject to change from time to time. Live Chat Media Productions Inc. may choose to temporarily change the fees for the paid services for promotional or new services, and such changes are immediately effective when Live Chat Media Productions Inc. posts the temporary promotional event or new service on livechatmedia.com. Any changes to fees that are not temporary or promotional will be effective thirty (30) days after we provide you with notice by posting such changes on livechatmedia.com. The changes shall only apply prospectively to the paid services you've purchased. Unless otherwise stated, all fees are quoted in Canadian Dollars.

**Finalizing Your Design:** Once Live Chat Media Productions Inc. has designed, a concept you are satisfied with, you must approve and finalize your concept. After finalization, our web design team will convert your design from an image of your website into HTML. In this phase, it is important to double check your website and make sure you do not require any additional design changes. Although text can be edited after this point, all design changes to headers, navigation bars, or site menus, will incur additional charges.

**Other Paid Services:** You may purchase "Other Paid Services" (collectively, the "Paid Services") which may be provided as a one-time transaction or recurring subscription in connection with additional services. Such paid services may be provided solely by us or in collaboration with affiliates or business partners. You may be presented with additional terms related to a specific purchase before you confirm such transaction. Those additional terms will also govern that transaction.

Please note that if you enter into a transaction with a third-party, such as by purchasing an item through a website hosted on livechatmedia.com, and have a dispute over the goods or services you purchased we have no liability for such goods or services.

**Payments:** You are responsible for paying all fees and applicable taxes associated with the paid services in a timely manner with a valid payment method. You authorize Live Chat Media Productions Inc. to charge your credit card, debit card, PayPal, or financial institution account (herein "Payment Method") for all charges to your accounts with Live Chat Media Productions Inc. . When you provide a Payment Method to us, you confirm that you are permitted to use that payment method. You also authorize us to collect and store it, along with other

related transaction information. When you make a purchase, you authorize us (and our designated payment processor) to charge the full amount to the Payment Method you designate for the transaction. For the Services, we only offer recurring payments; therefore, you agree that Live Chat Media Productions Inc. may automatically charge the fee to your payment method at the beginning of each recurring period. For example, if you choose a monthly plan, you will be billed every month on the anniversary date of the date you clicked either of the "purchase" / "add to cart" / "subscribe"/"buy" buttons.

You acknowledge and agree that any credit card and related billing and payment information that you provide to Live Chat Media Productions Inc. may be shared by Live Chat Media Productions Inc. with third parties, such as payment processors and/or credit agencies, solely for the purpose of checking credit, effecting payment to Live Chat Media Productions Inc. and servicing your account.

If you pay by credit or debit card we may obtain a pre-approval from the issuer of the card for an amount up to the amount of the purchase. We will bill your card at the time of purchase or shortly thereafter. If you cancel a transaction before completion, that pre-approval may result in your funds not otherwise being immediately available. If you pay by debit card and your payment results in an overdraft or other fee from your bank, you alone are responsible for that fee. You agree to pay Live Chat Media Productions Inc. all charges incurred under your account for any paid service in which you or anyone else who uses your account (including children, family and friends) enroll in accordance with this Agreement and any applicable paid services terms. If your payment method fails or your account is past due, (a) you agree to pay all amounts due on your account upon demand and reimburse us for all reversals, charge-backs, claims, fees, fines, penalties and other liability incurred by us (including costs and related expenses) that were caused by or arising out of payments that you authorized or accepted, (b) Live Chat Media Productions Inc. may collect fees owed using other collection mechanisms (this includes charging other payment methods on file with us) and (c) Live Chat Media Productions Inc. reserves the right to either suspend or terminate your paid services or your account with Live Chat Media Productions Inc., including deletion of your website. Except as may be set forth herein, any fees charged to your account are non-refundable. You agree to submit any disputes regarding any charge to your account in writing to [billing@livechatmedia.com](mailto:billing@livechatmedia.com) within twenty (20) days of such charge, otherwise such dispute will be waived and such charge will be final and not subject to challenge.

**Clickview & Timeline Software:** BY ACCEPTING, OPENING THE CLICKVIEW & TIMELINE SOFTWARE PACKAGE, DOWNLOADING THE PRODUCT, OR USING THE EQUIPMENT THAT CONTAINS THIS PRODUCT, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, RETURN THE PRODUCT TO THE PLACE OF PURCHASE FOR A FULL REFUND, OR DO NOT DOWNLOAD THE PRODUCT.

**Single User License Grant:** Live Chat Media Productions Inc. and its suppliers grant to Customer a nonexclusive and nontransferable license to use the Clickview & Timeline software in object code form and for the period paid in advance, solely owned by Customer or otherwise embedded in equipment provided by Live Chat Media Productions Inc..

**Multiple-Users License Grant:** Live Chat Media Productions Inc. its suppliers grant to Customer a nonexclusive and nontransferable license to use the Clickview & Timeline software in object code form: (i) installed in single or multiple location on a hard disk or other storage device of up to the number of computers owned by Customer for which Customer has paid a license fee ("Permitted Number of Computers"); or (ii) provided the Software is configured for network use, installed on a single file server for use on a single local area network for either (but not both) of the following purposes: (a) permanent installation onto a hard disk or other storage device of up to the Permitted Number of Computers; or (b) use of the Software over such network, provided the number of computers connected to the server does not exceed the Permitted Number of Computers. Customer may only use the programs contained in the Software (i) for which Customer has paid a license fee (or in the case of an evaluation copy, those programs Customer is authorized to evaluate) and (ii) for which Customer has received a product authorization key ("PAK"). Product Authorization Key consists of an Account Name an accompanying User Name and a Password. Customer grants to Live Chat Media Productions Inc. or its independent accountants the right to examine its books, records and accounts during Customer's normal business hours to verify compliance with the above provisions. In the event such audit discloses that the Permitted Number of Computers is exceeded, Customer shall promptly pay to Live Chat Media Productions Inc. the appropriate licensee fee for the additional computers or users. At Live Chat Media Productions Inc's option, Live Chat Media Productions Inc. may terminate this license for failure to pay the required license fee.

EXCEPT AS EXPRESSLY AUTHORIZED ABOVE, CUSTOMER SHALL NOT: COPY, IN WHOLE OR IN PART, SOFTWARE OR DOCUMENTATION; MODIFY THE SOFTWARE; REVERSE COMPILE OR REVERSE ASSEMBLE ALL OR ANY PORTION OF THE SOFTWARE; OR RENT, LEASE, DISTRIBUTE, SELL, OR CREATE DERIVATIVE WORKS OF THE SOFTWARE.

Customer agrees that aspects of the licensed materials, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of Live Chat Media Productions Inc.. Customer agrees not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of Live Chat Media Productions Inc. Customer agrees to implement reasonable security measures to protect such trade secrets and copyrighted material. Title to Software and documentation shall remain solely with Live Chat Media Productions Inc.

**LIMITED WARRANTY:** Software warrants that for a period of ninety (90) days from the date of software download/shipment from Live Chat Media Productions Inc.: (i) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (ii) the Software substantially conforms to its published specifications. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to Customer as the original licensee. Customer's exclusive remedy and the entire liability of Live Chat Media Productions Inc. and its suppliers under this limited warranty will be, at Live Chat Media Productions Inc. or its service center's option, repair, replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the Software to Customer. In no event does Live Chat Media Productions Inc. warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions.

This warranty does not apply if the software (a) has been altered, except by Live Chat Media Productions Inc., (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Live Chat Media Productions Inc., (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident, or (d) is used in hazardous activities.

DISCLAIMER; EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

IN NO EVENT WILL LIVE CHAT MEDIA PRODUCTIONS INC. OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND

REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF LIVE CHAT MEDIA PRODUCTIONS INC. OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall LIVE CHAT MEDIA PRODUCTIONS INC.'s or its suppliers' liability to Customer, whether in contract, tort (including negligence), or otherwise, exceed the price paid by Customer. The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose. SOME COUNTRIES DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

The above warranty DOES NOT apply to any beta software, any software made available for testing or demonstration purposes, any temporary software modules or any software for which Live Chat Media Productions Inc. does not receive a license fee. All such software products are provided AS IS without any warranty whatsoever.

This License is effective for the period paid in advance or until terminated. Customer may terminate this License at any time by destroying all copies of Software including any documentation. This License will terminate immediately without notice from Live Chat Media Productions Inc. if Customer fails to comply with any provision of this License. Upon termination, Customer must destroy all copies of Software.

Software, including technical data, is subject to Canada export control laws, and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Software.

This License shall be governed by and construed in accordance with the laws of Canada, as if performed wholly within the country and without giving effect to the principles of conflict of law. If any portion hereof is found to be void or unenforceable, the remaining provisions of this License shall remain in full force and effect. This License constitutes the entire License between the parties with respect to the use of the Software.