



MetaComps Inc. and Leadering™ Agreements

**Terms and Conditions Of Use Agreement
Policy on MetaComps Content Plans
Policy on Cancellation of Your MetaComps Plan
Digital Millennium Copyright Act Notice Policy**



TERMS AND CONDITIONS OF USE AGREEMENT

Welcome to the MetaComps User Community

MetaComps Inc. provides its service to you subject to the following **Terms and Conditions of Use Agreement**. Please read this agreement carefully!



TERMS AND CONDITIONS OF USE AGREEMENT

THIS IS A LEGAL AGREEMENT BETWEEN YOU ("YOU" OR "USER") AND METACOMPS INC. ("WE", "US", OR "METACOMPS") THAT STATES THE MATERIAL TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE METACOMPS SERVICE. THIS AGREEMENT, TOGETHER WITH ALL UPDATES, SUPPLEMENTS, ADDITIONAL TERMS, SOFTWARE LICENSES, PROMOTIONAL OFFER TERMS AND ALL OF METACOMPS'S RULES AND POLICIES COLLECTIVELY CONSTITUTE THIS "**AGREEMENT**" BETWEEN YOU AND METACOMPS. BY ACCESSING THE METACOMPS SITE AND USING ANY OF THE METACOMPS SERVICE, YOU AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT.



TERMS AND CONDITIONS OF USE AGREEMENT

- **Definition of the MetaComps Service.** MetaComps is the creator and provider of a service (the "**MetaComps Service**") that permits users to select proprietary audio consisting of licensed and original audio content (collectively, the "**MetaComps Content**") through means including but not limited to (i) MetaComps's Web sites, MetaComps.com, Leadering.com, Frontiering.com, and ReCareering.com, and such other or successor domain names as may be operated, acquired, or used from time to time by MetaComps (collectively, "**MetaComps Site**"), (ii) wired and wireless connections, and (iii) telephony based networks; and to playback such MetaComps Content on a computer or hardware device ("**Device**") using MetaComps's proprietary software application (or other third party software application specifically approved by MetaComps that meets the then-current specifications) and/or any other software the user accesses, downloads, or otherwise receives for use in connection with the MetaComps Service, including but not limited to Beta (pre-release) versions thereof (collectively, the "**MetaComps Software**"). For certain business partners and affiliates of MetaComps, the MetaComps Service also includes distribution of Devices and other goods, production services for the creation of digital audio from text, audio, and video materials, and the creation of private distribution channels for delivery of proprietary audio, MetaComps Content, and/or special aggregations or versions of MetaComps Content.
- **Requirements for Use of the MetaComps Service.** The MetaComps Service is for individuals over 18 years of age who can form legally binding contracts under applicable law. If you do not meet the foregoing or other applicable requirements, you may not use the MetaComps Service.
- **Privacy.** MetaComps's Privacy Policy is expressly incorporated herein by reference and made a part of this Agreement.





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- **Your Information.** You agree to provide current, complete, and accurate information required to complete your registration with the MetaComps Service and at other points as may be required in the course of using the MetaComps Service (such information will be referred to herein, collectively, as "**Registration Data**"). You further agree to maintain and update Registration Data as required to keep it current, complete, and accurate. You shall not use a false or misleading name or a name that you are not authorized to use. If any information you provide is false, incomplete, or inaccurate, we may terminate your rights to any or all of the MetaComps Service. If the information you provide is fraudulent, you may also be subject to criminal and/or civil liability. You agree that we may store and use Registration Data you provide (including credit card information) for use in maintaining your Account or Membership s and billing MetaComps fees to your credit card.
- **User Account or Membership , Password, and Security.**
 - **Account or Membership and Password.** As a registered user of the MetaComps Service, you may receive or establish one or more passwords and Account or Membership s ("**MetaComps Account or Membership (s)**"). You are solely responsible for maintaining the confidentiality and security of your passwords and MetaComps Account or Membership s. You may not divulge your password to anyone else or use anyone else's password or MetaComps Account or Membership . You are entirely responsible for all activities that occur on or through your MetaComps Account or Membership (s), and you agree to notify us immediately about any unauthorized use of MetaComps Account or Membership s or any breach of security. You agree that we will not be responsible for any losses incurred in connection with any misuse of passwords and you further agree that we will have no responsibility whatsoever for your failure to comply with this Paragraph. Your breach of this Paragraph may result in immediate termination of your MetaComps Account or Membership (s) and membership(s), and may also subject you to criminal or civil liability.
 - **Security, Cracking and Hacking.** You shall not violate or attempt to violate the security of the MetaComps Service. Accordingly, you shall not: (i) access data or materials not intended for you; (ii) log into a server or Account or Membership which you are not authorized to access; or (iii) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization. Violations of system or network security may result in civil or criminal liability. We reserve the right to investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations. You agree that it is your responsibility to install anti-virus software and related protections against viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, destroy, disrupt or otherwise impair a computer's functionality or operation which may be transferred to your computer via the MetaComps Service.



TERMS AND CONDITIONS OF USE AGREEMENT

- **Grants of Licenses**

- **MetaComps Content License.** When you "clickout" or otherwise "purchase" (referred to herein, collectively as "**Purchase**") MetaComps Content from the MetaComps Service, MetaComps grants you a limited, revocable, non-exclusive, non-transferable license to download or stream such MetaComps Content to your computer and/or your Device(s) solely for your personal non-commercial use. You shall not copy, reproduce, distribute or use the MetaComps Content in any other manner. You shall not sell, transfer, lease, modify, distribute or publicly perform the MetaComps Content in any manner and you shall not exploit it commercially. Do not (A) decompile, disassemble, or reverse engineer the MetaComps Content or attempt to do so; or (B) modify the MetaComps Content or create any derivative works therefrom. This license to the MetaComps Content you Purchase or Subscribe to will continue pursuant to and in accordance with the terms and conditions of this Agreement.
- **Site Access License.** MetaComps grants you a limited, revocable, non-exclusive, non-transferable license to access and make personal non-commercial use of the MetaComps Site and not to download (other than page caching) or modify all or any portion of the MetaComps Site. This license does not include any resale or commercial use of the MetaComps Site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the MetaComps Site or its contents; any downloading or copying of Account or Membership information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. The MetaComps Site and/or any portion of the MetaComps Site may not be reproduced, duplicated, copied, sold, resold, visited or otherwise exploited for any commercial purpose without our express written consent. You shall not frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout or form) of MetaComps, its content providers or its affiliates without express written consent. You shall not use any Meta tags or any other "hidden text" utilizing our name or trademarks without our express written consent. Any unauthorized use automatically terminates the permissions and/or licenses granted by us to you. You are granted a limited, revocable, non-exclusive, non-transferable right to create a hyperlink to the home page of the MetaComps Site or MCCmenu.html so long as the link does not portray us, our content providers, our affiliates, or our products or services in a false, misleading, derogatory or otherwise offensive manner. You may not use any MetaComps logo or other proprietary graphic or trademark as part of the link without express written permission.
- **No Other License.** Except as expressly stated herein, no rights or licenses are granted hereunder.



TERMS AND CONDITIONS OF USE AGREEMENT

- **A La Carte and MetaComps Plans, Gift Certificates and Programs.**
 - **A La Carte and MetaComps Plans.** You may purchase MetaComps Content on an A La Carte basis (as described in Policy on MetaComps Content Plans below), or by participating in one of the several plans we offer for purchasing MetaComps Content. These plans, including Membership Plans, will be referred to herein, collectively, as "**MetaComps Plan(s)**", and are also described in Policy on MetaComps Content Plans below, which is expressly incorporated herein by reference and made a part of this Agreement.
 - **Cancellation of your MetaComps Plan.** You may cancel your subscription to particular MetaComps Content ("**Subscription**") or Membership Plan online or by contacting our Customer Service Department via telephone at (888) 288-5895 or 416-340-8815 subject to the terms and conditions set forth in our Policy on MetaComps Content Plans below.
 - **MetaComps.com Gift Certificates.** The purchase of an *MetaComps.com* Gift Certificate ("**Gift Certificate**") is non-refundable and cannot be redeemed by the recipient for cash. Gift Certificates may be used to purchase any MetaComps Content, MetaComps Plan, Device and/or accessory. Gift Certificates expire as set forth on the Gift Certificate or in its terms and conditions.
- **Right to Change Prices.** Prices of all MetaComps Content, including but not limited to Subscriptions, are subject to change upon notice from us. Such notice may be provided at any time by posting the changes to the MetaComps Site or the MetaComps Service. Prices of Membership Plans are subject to change upon notice via email to you. In the event of such a change, you will have the right to cancel your Membership Plan without penalty within ten (10) days of receipt of notice, effective as of the date of the next billing cycle. Prices of Membership Plans offered in connection with a Device purchase ("**Committed Membership Plans**") are not subject to change during the initial commitment period stated at the time the Device was purchased, during which time the user is obligated to continue his/her MetaComps Plan, subject to the Policy on MetaComps Content Plans.
- **Agreement to Pay.** You agree that you will pay timely, and that we may charge your credit card for any MetaComps Content, Subscription, MetaComps Plan, Device, accessory, and for any additional amounts (including any taxes and late fees, as applicable) as may be accrued by or in connection with your MetaComps Account or Membership (s) (collectively, "**MetaComps Fees**"). YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL METACOMPS FEES AND FOR PROVIDING METACOMPS WITH A VALID CREDIT CARD FOR PAYMENT OF ALL METACOMPS FEES. All MetaComps Fees will be billed to the credit card you designated during the registration process. If you want to designate a different credit card or there is a change in your credit card status, you must change your credit card



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information online at the "**My Account or Membership**" section of the MetaComps Site or by contacting Customer Service at (888) 283-5051. (There may be a temporary disruption in the ability to use the MetaComps Service until MetaComps can verify the validity of the new credit card information.) You agree that MetaComps may use all legal means available to collect MetaComps Fees should our attempts to charge your credit card on record fail for any reason. MetaComps will charge you for any collection agency and legal fees it pays while collecting MetaComps Fees from you.

- **Use of Free Trial Offers.** From time to time, MetaComps may offer free trials of the MetaComps Service and/or MetaComps Content (a "**Free Trial Offer**"). In addition to any specific terms and conditions applicable to such offers, each person and/or household is limited to one (1) Free Trial Offer of any type. You agree not to abuse any Free Trial Offer by conduct which is detrimental to the interests of MetaComps, including without limitation attempting to falsify your identity in order to receive the benefit of more than one Free Trial Offer. Without limiting the foregoing, you may not: (a) use an automated system, device or program or other similar method to register for any MetaComps Service; (b) present false or misleading information to MetaComps; (c) register for any Free Trial Offer solely with the intent to terminate your MetaComps Account or Membership prior to the end of the Free Trial Offer Period; or (d) assist another individual or entity in conducting fraudulent, abusive, manipulative or illegal activity. If you are suspected of engaging in any fraudulent, abusive, manipulative or illegal activity you may have your MetaComps Account or Membership terminated in MetaComps's sole discretion. In addition, in the event that you violate any of the foregoing on a consistent basis, MetaComps reserves the right to charge the credit card provided as part of your registration the full amount of the applicable MetaComps Plan to which the Free Trial Offer relates.
- **Electronic Signatures and Contracts.** Your use of the MetaComps Service includes the ability to enter into agreements and/or to make Purchases electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TO PAY FOR YOUR PURCHASES AND APPLIES TO ALL ELECTRONIC COMMUNICATIONS AND RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE.

YOU CONSENT TO METACOMPS PROVIDING YOU ANY INFORMATION THAT METACOMPS IS REQUIRED TO SEND YOU REGARDING YOUR AGREEMENT, PURCHASES AND OTHER TRANSACTIONS ("**REQUIRED INFORMATION**") IN ELECTRONIC FORM. METACOMPS MAY PROVIDE REQUIRED INFORMATION TO YOU (1) VIA E-MAIL AT THE E-MAIL ADDRESS YOU SPECIFIED IN YOUR METACOMPS MEMBERSHIP SUBMISSION, (2) BY ACCESS TO AN METACOMPS WEBSITE THAT WILL BE DESIGNATED IN AN E-MAIL NOTICE SENT TO YOU AT THE TIME THE INFORMATION IS AVAILABLE, OR (3) BY ACCESS TO AN METACOMPS WEBSITE THAT WILL BE GENERALLY DESIGNATED IN ADVANCE FOR SUCH PURPOSE. YOU MAY REQUEST PAPER COPIES, WITHDRAW YOUR CONSENT, OR UPDATE YOUR E-MAIL ADDRESS BY FOLLOWING THE INSTRUCTIONS AT www.MetaComps.com or www.Leadering.com. METACOMPS MUST RECEIVE YOUR PAPER COPY REQUEST WITHIN 120 DAYS FROM THE DATE THAT METACOMPS FIRST PROVIDED THE REQUIRED INFORMATION TO YOU.

IN ORDER FOR YOU TO ACCESS AND RETAIN YOUR ELECTRONIC RECORDS,



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YOU MUST HAVE THE FOLLOWING HARDWARE AND SOFTWARE: A COMPUTER CAPABLE OF READING TEXT FILES, A MODEM OR OTHER MEANS OF ACCESSING THE INTERNET, AND A BROWSER CAPABLE OF ACCESSING AND DISPLAYING WEB PAGES.

NOTWITHSTANDING YOUR CONSENT AS SET FORTH IN THIS SECTION, YOU MAY AT ANY TIME OBTAIN A PAPER COPY OF AN ELECTRONIC RECORD BY SENDING AN E-MAIL TO US AND PAYING A NOMINAL FEE PER COPY.

YOUR CONSENT TO ELECTRONIC AGREEMENTS SET FORTH ABOVE IS NECESSARY FOR USE OF THE METACOMPS SERVICE. YOU MAY WITHDRAW CONSENT BY SENDING METACOMPS AN E-MAIL CONTAINING INFORMATION UNIQUE TO YOU INCLUDING YOUR ACCOUNT OR MEMBERSHIP INFORMATION; HOWEVER, THIS WILL RESULT IN A TERMINATION OF THIS AGREEMENT AND OF YOUR ABILITY TO USE THE METACOMPS SERVICE.

- **Delivery of MetaComps Content.** All MetaComps Content will be delivered through links on your Member page of the MetaComps Site. We encourage you to download MetaComps Content promptly after purchase. If you are unable to complete a download after having reviewed our online help resources, please contact MetaComps customer service. You bear all risk of loss for completing the download of MetaComps Content after purchase, once we have made such content available to you (in your "My Library" or otherwise), and for any loss of MetaComps Content you have downloaded, including any loss due to a file corruption or a computer or hard drive crash. Purchased MetaComps Content will generally continue to be available throughout your subscription, but may become unavailable due to potential content provider licensing restrictions and for other reasons and MetaComps will not be liable to you if MetaComps Content becomes unavailable for further download.
- **Availability of MetaComps Content.** We will exercise reasonable efforts to provide the MetaComps Content in a timely manner. On occasion, technical or supplier problems may delay or prevent delivery. You acknowledge and agree that availability of MetaComps Content that is not yet created at the time of acceptance of this Agreement (such as time-dated programming) is subject to the creation of such programs by the supplier. Your exclusive and sole remedy with respect to MetaComps Content that is not delivered within a reasonable period will be replacement of such MetaComps Content with comparable programs or a pro rata extension of the applicable subscription period.
- **Intellectual Property.**
 - **Removal of MetaComps Content or other Materials.** Notwithstanding any other provision of this Agreement, we reserve the right to remove or disable access to any MetaComps Content or other materials comprising a part of the MetaComps Service that violate or otherwise allegedly infringe on the copyright or other intellectual property or proprietary rights of any person, company or other entity. We will in no event be liable for the good faith removal of or disabling of access to any such MetaComps Content or materials under this Agreement.
 - **Copyrights.** All copyrights in and to the MetaComps Service materials including but not limited to the MetaComps Site (including the compilation of content, postings, links to other Internet resources and descriptions of those resources), MetaComps Content, Subscriptions, MetaComps Software, or any parts of or



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content within the MetaComps Site, MetaComps Content, Subscriptions and MetaComps Software, are owned by MetaComps and/or its suppliers and/or licensors. THE USE OF ANY SOFTWARE OTHER THAN WEB BROWSERS AND METACOMPS SOFTWARE ON OR IN CONNECTION WITH THE METACOMPS SERVICE, SUCH AS PRODUCTS THAT DOWNLOAD THE METACOMPS SITE OR ANY OF THE PAGES OF THE METACOMPS SITE, IS STRICTLY PROHIBITED AND INFRINGES ON THE COPYRIGHTS IN AND TO THE METACOMPS SERVICE MATERIALS. REPRODUCTION OR USE OF THE METACOMPS SERVICE MATERIALS IN A MANNER OTHER THAN AS SPECIFIED IN THIS AGREEMENT MAY SUBJECT YOU AND OTHERS TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

- **Digital Millennium Copyright Act.** We respect the intellectual property of others. If you believe that your copyrighted materials have been copied in a way that constitutes copyright infringement, please follow the procedure set forth in our Digital Millennium Copyright Act Notice Policy below, which is expressly incorporated herein by reference and made a part of this Agreement.
- **Trademarks.** *MetaComps, MetaComps.com, Leadering, Leadering.com, ReCareering, ReCareering.com, Frontiering, Frontiering.com* and other MetaComps trademarks, service marks, graphics and logos used in connection with the MetaComps Service are trademarks or registered trademarks of MetaComps Inc. in Canada and/or other countries. Other trademarks, service marks, graphics and logos used in connection with the MetaComps Service are the trademarks of their respective owners. You are granted no right or license with respect to any of the aforescribed trademarks or service marks and any unauthorized use is strictly prohibited.
- **Patents.** The Leadering Product is covered by U.S. Patent Application 20080085497, however no license to this patent is required for your use of the MetaComps Service in accordance with this Agreement and no such license is granted.
- **Termination.**
 - **Termination By MetaComps.** If you fail, or we suspect that you have failed, to comply with any of the provisions of this Agreement, including but not limited to failure to make payment of MetaComps Fees due, failure to provide MetaComps with a valid credit card or with accurate and complete Registration Data, failure to safeguard your MetaComps Account or Membership information and password, or violation of the MetaComps Content License or the MetaComps Site Access License or any license to MetaComps Software, MetaComps, at its sole discretion, may: (A) terminate this Agreement and/or your MetaComps Membership and you will remain liable for all amounts due under your MetaComps Account or Membership up to and including the date of termination; and/or (B) terminate the MetaComps Content License, the MetaComps Site Access License and/or licenses to MetaComps Software; and/or (C) preclude access to the MetaComps Service (or any part thereof). We will notify you if we take any of the foregoing actions.
 - **Termination of the Service.** We reserve the right to modify, suspend or discontinue the MetaComps Service (or any part thereof) or any MetaComps Content (or any part thereof) at any time with or without notice to you, and we will not be liable to you or to any third party should we exercise such rights. In



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the event that we exercise such right, you may be entitled to a refund, in our sole discretion, depending upon your MetaComps Plan and the other Purchases you have made from the MetaComps Service.

- **General Compliance with Laws; Export Restrictions.** The MetaComps Service is controlled and operated by us from our offices within Canada. You agree to comply with all local, provincial, federal, national and international laws, statutes, ordinances and regulations that apply to your use of the MetaComps Service, including as they relate to export or re-export into (or to a national or resident of) any country.
- **No Responsibility for Third Party Materials or Web sites.** Certain content, MetaComps Content, products and services available via the MetaComps Service may include materials from third parties. In addition, we may provide links to certain third party Web sites. With respect to such material, we are a distributor, not a publisher. You acknowledge and agree that we have little or no control over, and are not responsible for examining or evaluating the content or accuracy of any such third party material or Web sites. MetaComps does not warrant or endorse and does not assume and will not have any liability or responsibility for any third party materials or Web sites, or for any other materials, products or services of third parties. Links to other Web sites are provided solely as a convenience to you.
- **Limited Express Warranty.** Except as expressly provided herein, the MetaComps Service is provided "AS IS" and "AS AVAILABLE". The MetaComps Service is only warranted as stated below:

MetaComps warrants that the media in which the MetaComps Content is provided will be free from material defects on delivery. If you find a defect in MetaComps Content, your sole remedy (provided you meet the registration, technical and payment requirements for use of the MetaComps Service) is to call MetaComps Customer Service at (888) 283-5051 and MetaComps will consult with you on proper downloading procedures and hardware requirements. If, thereafter, you are still unable to download a working copy of MetaComps Content, you may attempt at a later time to download a new copy of the MetaComps Content.

MetaComps warrants that the MetaComps Content that you license directly through the MetaComps Service will be of a quality suitable for human listening and will consist of the MetaComps Content that was offered via the MetaComps Service, if obtained pursuant to MetaComps's instructions using equipment that is in good operating condition and meets the specifications for the MetaComps Service as provided by MetaComps. In the event the MetaComps Content is incomplete or not as warranted above, MetaComps will provide you with replacement MetaComps Content or a credit on your MetaComps Account or Membership for the defective material, as determined by MetaComps in its sole discretion, if you advise MetaComps of the defect within seven (7) days of first downloading the material by calling (888) 288-5895, 416-340-8815, or completing the customer service request form available at the MetaComps Site. You will be asked to document the defect. A credit can be applied to the Purchase of the same or other MetaComps Content.

There is no warranty, express or implied, on the content, quality, or technical compatibility of audio materials and information services downloaded through the MetaComps Service but not under the control of MetaComps.



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The foregoing warranties do not cover defects caused by viruses, disabling codes, accident, mishandling, misuse, improper installation, service or maintenance, modification of the MetaComps Software or MetaComps Content or the media on which the MetaComps Software and MetaComps Content are furnished, or the user's lack of the necessary hardware/software.

NO METACOMPS EMPLOYEE, AGENT, DEALER, DISTRIBUTOR, OR RESELLER IS AUTHORIZED TO MAKE ANY MODIFICATION OR ADDITION TO THE WARRANTIES STATED IN THIS PARAGRAPH. THE EXPRESS WARRANTIES STATED ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NON-INFRINGEMENT.

- **Limitation on Liability.**

IN NO EVENT SHALL METACOMPS HAVE ANY LIABILITY WHATSOEVER FOR ANY LOST PROFITS, RECORDS OR DATA, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR BUSINESS OPPORTUNITIES, INCLUDING WITHOUT LIMITATION, DAMAGES THAT MAY HAVE BEEN CAUSED BY A VIRUS OR OTHER DATA CORRUPTION PROBLEM RESULTING FROM ACCESS TO, DOWNLOADING FROM OR USE OF THE METACOMPS SERVICE. IN NO EVENT SHALL METACOMPS HAVE ANY LIABILITY WHATSOEVER ARISING OUT OF ANY MISUSE OF PASSWORDS OR METACOMPS ACCOUNT OR MEMBERSHIP S, OR ARISING OUT OF ITS GOOD FAITH REMOVAL OR DISABLING OF ANY METACOMPS CONTENT. SUBJECT TO THE AVAILABILITY OF THE METACOMPS CONTENT AND METACOMPS'S LIMITED EXPRESS WARRANTY HEREIN, METACOMPS IS NOT RESPONSIBLE FOR ANY CLAIMS INVOLVING THE TIMELINESS, ACCURACY, COMPLETENESS, OR RELIABILITY OF THE METACOMPS CONTENT YOU DOWNLOAD OR OTHERWISE ACCESS FROM OR THROUGH THE METACOMPS SERVICE.

WITH RESPECT TO ANY CAUSE OF ACTION BROUGHT UNDER ANY THEORY, INCLUDING BUT NOT LIMITED TO TORT AND CONTRACT, IN NO EVENT SHALL METACOMPS OR ANY OF ITS SUPPLIERS OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, ARISING IN CONNECTION WITH OR RELATED TO USE OR INABILITY TO USE METACOMPS ACCOUNT OR MEMBERSHIP (S), METACOMPS SOFTWARE, METACOMPS CONTENT OR THE METACOMPS SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL METACOMPS BE LIABLE FOR ANY DIRECT DAMAGES ARISING IN CONNECTION WITH THE METACOMPS SERVICE (OR ANY PART THEREOF) IN EXCESS OF THE GREATER OF: (A) THE PRICE PAID BY YOU FOR THE PARTICULAR SOFTWARE OR CONTENT GIVING RISE TO THE DAMAGE, OR (B) TWO HUNDRED FIFTY DOLLARS (US\$250).

Some countries do not allow the exclusion of implied warranties or incidental or consequential damages, so the above exclusion thereof may not apply to you. This Agreement gives you specific legal rights, and you may also have other rights that vary



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from country to country or state to state.

- **Indemnity.** You agree to indemnify and hold harmless MetaComps, its affiliates, subsidiaries, shareholders, officers and directors, agents, employees, and partners from any third party claim or demand, including reasonable attorneys' fees for damages and/or costs due to or arising out of your breach of this Agreement and/or your use of the MetaComps Service, MetaComps Software, Devices and/or the MetaComps Content.
- **Governing Law.** This Agreement will be exclusively governed by the laws of the Province of Ontario, Canada without regard to its principles on the conflicts of laws.
- **Arbitration.** Any controversy or claim arising out of or relating to this Agreement or its breach, with the exception of injunctive relief sought by MetaComps for any violation of MetaComps's intellectual property or other proprietary rights or of the licenses granted pursuant to this Agreement, will be settled by arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association, if you are domiciled outside the United States, then the dispute will be resolved by arbitration under the then-current International Arbitration Rules of the American Arbitration Association. The location of the arbitration shall be Toronto, Ontario, Canada.
- **Changes.** We reserve the right, at any time and from time to time, to update, revise, supplement and to otherwise modify this Agreement and to impose new or additional rules, policies, terms or conditions on your use of the MetaComps Service. Such updates, revisions, supplements, modifications and additional rules, policies, terms and conditions (collectively referred to in this Agreement as "**Additional Terms**") will be effective immediately and incorporated into this Agreement upon notice thereof, which may be given by any reasonable means including by posting to the MetaComps Site. Your continued use of the MetaComps Site following such notice will be deemed to conclusively indicate your acceptance of any and all such Additional Terms. All Additional Terms are hereby incorporated into this Agreement by this reference.
- **Miscellaneous.** This Agreement constitutes the entire agreement between you and MetaComps, and supersedes any prior agreements between you and MetaComps, written or oral, with respect to the subject matter herein. Any additional or different terms in any order or written communications from you are void. In the event of a direct conflict between the terms of this Agreement and: (A) other terms and conditions that may be applicable to the MetaComps Service generally, the terms of this Agreement will control with respect to the subject matter of this Agreement; and (B) the Privacy Policy, Policy on MetaComps Content Plans, Additional Terms, Software Licenses or Digital Millennium Copyright Notice, the terms and conditions of such statement, document, license or policy will control with respect to the subject matter thereof. In the event of a direct conflict between the terms of this Agreement, including but not limited to the statements, documents and policies incorporated by reference into this Agreement, and the terms and conditions of a particular marketing promotion or offer, the terms of such particular marketing promotion or offer shall control with respect to the such marketing promotion or offer. The failure of MetaComps to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the other provisions will remain in full force and effect. MetaComps will not be responsible for failures to fulfill any obligations due to causes beyond its control. Headings are for convenience only



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and will not be used to alter the meaning of any provision. You shall not bring a legal action under this Agreement more than two (2) years after the cause of action arose. All notices and demands required to be given to MetaComps hereunder shall be in writing and shall be served by personal service, nationally recognized overnight courier service or by certified mail, and shall be effective on the date received as evidenced by proof of receipt, if delivered to MetaComps Inc., 123 Queen Street West, Box 164., Toronto, ON, Canada, M5H3M9, Attn: General Counsel.





POLICY ON METACOMPS CONTENT PLANS

MetaComps offers various plans for using and paying for the MetaComps Service, including but not limited to those described below. All such plans for using and paying for the MetaComps Service shall be referred to herein, collectively, as "**MetaComps Plan(s)**".

- **A La Carte.** If you purchase MetaComps Content on an "A La Carte" basis, you pay for the MetaComps Content you select and your credit card is charged each time you make a Purchase. If you Purchase any subscription MetaComps Content ("**Subscription**"), you will be charged for the full price of the Subscription at the beginning of the Subscription term.
- **Membership Plans.** The Membership Plans are generally comprised of plans that are automatically renewable on monthly, annually or at the end of subscriptions identified as recurring. At the end of each recurring subscription, as appropriate depending on the Membership or Subscription Plan you have chosen, your Subscription will automatically thereafter, until terminated by you in accordance with this Policy on MetaComps Content Plans. At the end of each recurring subscription, MetaComps will charge your credit card the relevant monthly fee or yearly fee, as applicable, for your chosen Plan or Subscription.
- **Custom Membership Plans.** MetaComps may, in its sole discretion, offer from time to time certain custom membership plans, the terms of which may vary from the Standard Membership Plans. Such variations will be set forth in the plan description at the time of purchase. Except as expressly set forth in such plan description, all of the terms and conditions of this Agreement, including but not limited to this Policy on MetaComps Content Plans, shall govern.
- **Trial Offers.** MetaComps may, in its sole discretion, make available free or paid trial offers to registered users and others (a "**Trial Offer**"). Trial Offers are generally for a short period of time (e.g., thirty (30) days) and are available for free or for a fee. The length and cost of the Trial Offer will be specified at the time of joining. Trial Members may switch to a Membership Plans during their Trial Offer period, subject to the rules relating to upgrading and downgrading specified in Paragraph E below. Upon expiration of any trial period, you will automatically be joined into the related Membership Plan and MetaComps will charge your credit card the relevant Subscription Fee, as applicable. Trial Offers are limited to one per household.
- **Credits.** Upon joining or renewing an MetaComps Plan, or for other reasons specified at the time you joined your membership, Members may receive credits which may be used for purchasing MetaComps Content on the MetaComps Site ("**Credits**"). Credits may not be used to purchase Devices, other hardware or accessories. If you make purchase MetaComps Content in excess of your number of available Credits under your chosen MetaComps Plan, your credit card will be billed the appropriate discounted price available to Basic Members..
 - **Complimentary Credits.** "**Complimentary Credits**" are those Credits which members and non-members may receive through, without limitation, goodwill, member anniversaries, no-risk listen opportunities, or in other situations, in each



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case as determined by MetaComps, in its sole discretion. Complimentary Credits expire three hundred sixty-five (365) days after the date of issue.

- **Friends Credits.** Friend credits let you share your audio credits by buying audiobooks and programs for the people you know.
- **Gift Credits.** "Gift Credits" are those Credits which members and non-members may receive via MetaComps's gift products program (e.g., gift cards, gift certificates, etc.). Gift Credits may or may not expire, depending on your state of residence and whether they were purchased or received for free. All terms and conditions of the Gift Credits, including expiration date, if any, are specified on the gift product.
- **Trial Bonus Credits.** "Trial Bonus Credits" are those Credits which members receive as part of a Trial Offer. Trial Bonus Credits expire in the same manner as Membership Credits.
- **Upgrading or Downgrading a Plan.** You may upgrade your Membership Plan category on the MetaComps Site by yourself. You may, subject to any minimum term commitment that may apply, downgrade your Membership Plan category online or by contacting Customer Service via telephone at (888)-288-5895 or 416-340-8815. Such MetaComps Account or Membership changes will be effective as of the date of your request. You agree to pay any additional fees that may be applicable to your new MetaComps Plan.
- **Cancellation of Your MetaComps Content Plans.** Subject to the provisions of this Agreement, in most cases, you may cancel your Membership Plan online. Otherwise, you may contact our Customer Service Department via telephone at (888) 288-5895 or 416-340-8815. MetaComps will be entitled to rely on a notice of cancellation that appears legitimate and cancel service on that basis. MetaComps's responsibility for improper cancellation is limited to reinstating your MetaComps Plan or to offering a refund, at MetaComps's sole discretion.
- **Trial Offers.** Trial Offers may be cancelled during the trial period, or the Trial Offer will be converted to a related Membership Plan, which may then be cancelled. Members will not receive a full or partial refund of any Monthly or Annual Fee for the month or year in which the membership was cancelled. Upon cancellation (a) all available Credits, other than Gift Credits or Complimentary Credits, will expire and (b) all complimentary Subscriptions will expire.

The additional consequences of and charges associated with cancellation are as follows:

- **Subscriptions.** With respect to any Subscriptions purchased on an A La Carte basis, if you cancel your Subscription before the initial term of your Subscription has expired, you may be entitled to a refund depending upon whether there is a shorter subscription available for the relevant MetaComps Content. You will be obligated to pay based upon the subscription term length closest to the number of months your Subscription was active. For example, if you signed up for a twelve (12) month Subscription and wish to cancel after five (5) months, then: (A) if a six (6) month Subscription term is available, you would be charged for a six (6) month Subscription and refunded the difference between the twelve (12) month and six (6) month Subscriptions, or (B) if only a twelve month term is available, then you would be charged for the twelve (12) month Subscription. You may cancel a Subscription to MetaComps Content to which you are entitled under your chosen Membership Plan without receiving any credit or refund.



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- **Devices.** If your Membership Plan includes the purchase of a Device, you may return your Device and cancel your Membership Plan within the first thirty (30) days and you will receive a full refund for the Device less shipping, handling and restocking fees, so long as you have not used any of your Membership Credits or your membership discount for your new membership year during such thirty (30) day period. You must return the Device in new, unused condition in the original box with all documentation, packing and warranty information included, within seven (7) business days of the cancellation date or your credit card will be billed the relevant cost of the Device plus applicable tax.





DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE POLICY

Consistent with the Digital Millennium Copyright Act, if you believe that your copyrighted materials have been copied in a way that constitutes copyright infringement, please send an e-mail or written notice to our designated agent for notices of infringement and provide the following information:

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

A description of the copyrighted work that you claim has been infringed;

A description of where the material that you claim is infringing is located on the MetaComps Site;

Your address, telephone number, and email address;

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our designated agent for notice for claims of copyright infringement is Lauren Holmes, the developer of much of our intellectual property who can be reached as follows: By mail: Lauren L. Holmes, President, MetaComps Inc., 123 Queen Street West, Box 164, Toronto, ON, Canada M5H 3M9. By phone: 888-288-5895 or 416-340-8815. By email: lauren@leadering.com.

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MetaComps Inc. and LeaderingTM Agreements

**Terms and Conditions Of Use Agreement
Policy on MetaComps Content Plans
Policy on Cancellation of Your MetaComps Plan
Digital Millennium Copyright Act Notice Policy**