

**G-Squared Group Inc. – MediaConnect  
Terms of Service Agreement**

G-Squared Group Inc. ("We" or "Us" or "Our") provides MediaConnect ("Services"), to its clients ("Subscribers" or "You" or "Your"). Your use of all of the Services is governed by this Terms of Service Agreement ("Terms of Service").

1. Services. When You complete and submit Our Services Order Form(s) ("Order Form") We agree to provide the services You ordered ("Services").

2. Term. The initial term ("Initial Term") of each of Your Services shall begin on the date ("Services Commencement Date") that We generate an email welcome message announcing the activation of the Services You ordered and shall continue for the number of months stated in the Order Form. Upon expiration of the Initial Term, this Terms of Service shall automatically renew for successive renewal terms of the same length as the Initial Term (each a "Renewal Term") unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the Initial Term or Renewal Term, as the case may be. The Initial Term and any Renewal Term may be referred to collectively herein as the "Term."

3. Fees. (a) Recurring Fees. The fee for Monthly Services specified in Your Order Form is the "Recurring Fee" beginning on the Services Commencement Date, unless otherwise specified on Your Order Form. You agree to pay the Recurring Fee in advance of the first day of each billing cycle (the "Due Date"), without invoice. The billing cycle for Recurring Fees is specified in the Order Form.

(b) Non-Recurring Fees. The fee for Initial Consultation, Initial Set-up Services, and Add-on Services specified in Your Order Form is the "Non-Recurring Fee" beginning on the date specified on Your Order Form.

4. Payment of Fees. Payment of the Fees shall be made to Us by credit card (the "Card") in United States dollars. You authorize Us or an agent appointed by Us to charge Fees to the Card during the Term. We may charge the Card for (i) Recurring Fees five (5) days prior to or after the Due Date and (ii) Non-Recurring Fees upon submission of an Order Form or as incurred by You. Fees charged but not disputed within sixty (60) days after the date that they are charged are conclusively deemed accurate. You are required to provide Us with changes to billing information, such as credit card expiration dates and billing address. Unpaid Fees shall accrue interest at the lesser of the highest rate allowed by applicable law and 1.5% per month. You agree to pay Our reasonable costs of collection of overdue amounts, including collection agency fees, attorneys' fees and court costs.

5. Law. You agree to use the Services in compliance with applicable law. You agree that We may, in Our reasonable commercial judgment consistent with industry standards, amend the Terms of Service from time to time to further detail or describe reasonable restrictions and conditions on Your use of the Services.

6. Your Information. You represent and warrant to Us that (i) all information You provide for purposes of establishing and maintaining the Services is accurate; (ii) if You are an individual, You are at least eighteen years of age.

7. Indemnification. You agree to indemnify and hold Us harmless, as well as Our affiliates, and each of the respective officers, directors, agents, partners, shareholders and employees of Us and of Our affiliates from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements ("Claims") of any kind and nature whatsoever (including reasonable attorneys' fees) brought by a third party under any theory of legal liability arising out of or related to the Services, including without limitation Claims related to written content that violates any copyright, trademark or service mark; any proprietary right of any person or entity; and any state and/or federal laws or regulations, including US Export Regulations.

8. Disclaimer of Warranties.

WE MAKE ABSOLUTELY NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. WE SPECIFICALLY DO NOT WARRANT OR REPRESENT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW WE DISCLAIM ANY AND ALL WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

9. Limitation of Damages.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, OR FOR DAMAGES THAT COULD HAVE BEEN AVOIDED BY THE USE OF REASONABLE DILIGENCE, ARISING IN CONNECTION WITH THE TERMS OF SERVICE, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE TERMS OF SERVICE, OUR MAXIMUM AGGREGATE LIABILITY, AND THAT OF OUR AFFILIATES, AND EACH OF THE RESPECTIVE OFFICERS, DIRECTORS, AGENTS, PARTNERS, SHAREHOLDERS AND EMPLOYEES OF US AND OF OUR AFFILIATES, UNDER ANY THEORY OF LIABILITY (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL BE A PAYMENT OF MONEY NOT TO EXCEED THE AMOUNT OF FEES PAID BY YOU FOR THE SERVICES FOR THE THREE MONTHS PRIOR TO THE OCCURRENCE GIVING RISE TO THE CLAIM.

10. Suspension/Termination.

(a) Suspension of Services. You agree that We may suspend the Services if: (i) We reasonably believe that the Services are being used in violation of the Law; (ii) as required by a law enforcement or government agency, or (iii) if the Card cannot be charged for payment in accordance with **Section 4**.

(b) Termination by You. The Terms of Service may be terminated by You at any time as long as all Fees then due together with unpaid Recurring Fees for the remainder of the Initial Term or the Renewal Term, as the case may be, are fully paid on the business day following the termination date.

(c) Termination by Us. The Terms of Service may be terminated by Us prior to the expiration of the Initial Term or any Renewal Term without liability as follows: (i) upon seventy-two (72) hours notice if You are overdue on the payment of any Fee; (ii) You materially violate any provision of the Terms of Service and fail to cure the violation within ten (10) days after receipt of a written notice from Us describing the violation in reasonable detail is Our sole discretion; (iii) upon twenty-four (24) hours notice if You violate Section 6 (Your Information).

11. Intellectual Property Use and Ownership. Neither party shall (i) use the other party's name, trademarks, trade names or logos in either its own legal name or in any fictitious or assumed name without the party's consent; (ii) knowingly remove or alter any logo, trademark, trade name,

copyright, or other proprietary notice, legend, or symbol from any of the other party's products or documentation; or (iii) take any action, or intentionally omit to take any action that would jeopardize, limit, or interfere in any manner with the ownership of the other party's products, services, documentation, or intellectual property. Title to and ownership of all copies of any products, services, software, documentation, or Internet services developed by or for Us during the Term, whether in machine-readable or printed form, and including without limitation any derivative works, compilations, or collective works thereof, and all related technical know-how, and all rights therein (including without limitation rights in patents, copyrights and trade secrets applicable thereto), are and shall remain Our exclusive property and that of Our suppliers. You shall not take any action to jeopardize, limit, or interfere in any manner with the ownership and rights therein.

12. Confidential Information. Each party agrees not to disclose or use, and to assure that their employees and agents do not disclose or use any confidential information ("Confidential Information") of the other party. Confidential Information is information of a party that is conspicuously marked as "confidential" or if disclosed in non-tangible form, is verbally designated as "confidential" at the time of disclosure and is confirmed as confidential in a written notice given within one (1) day of disclosure. Confidential Information does not include (i) any information which is independently developed by a non-disclosing party as shown by such party's written business records, (ii) is or becomes generally available to the non-disclosing party or the public other than through violation of this Section, or (iii) is required to be disclosed by law or regulation. The parties acknowledge that Confidential Information is valuable, special and unique; that its unauthorized disclosure or use will cause irreparable injury to its owner, that immediate injunctive and/or other equitable relief will be necessary and appropriate to remedy an unauthorized disclosure or use of Confidential Information, and that such relief may include without limitation a temporary restraining order obtained ex parte as well as permanent injunctive relief. Upon termination of the Terms of Service, each party agrees to return within a reasonable period of time any and all Confidential Information and other materials belonging to the other party upon request. This Section 14 will survive the termination of the Terms of Service for a period of two (2) years.

13. Back Up Copy. You agree to maintain a current copy of all of Your content created by Us.

14. Notices. Notices to Us shall be given by means of electronic mail to the e-mail address posted for customer support. Notices to You shall be given via electronic mail to the individual designated as the Primary Contact. Notices are deemed received on the day transmitted, or if that day is not a business day, on the first business day following the day transmitted.

15. Force Majeure. We shall not be in default under the Terms of Service if the failure to perform is due to any event beyond Our control, including, without limitation, significant failure of a portion of the power grid, significant failure of the Internet, failure of network providers, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorist activity, or other events of a magnitude or type for which precautions are not generally taken in the industry.

16. Applicable Law and Binding Arbitration. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of laws provisions thereof. Any dispute between the parties relating to or arising out of this Agreement (or the interpretation hereof) shall be submitted to binding arbitration in the city of New York, New York, in accordance with the rules of the American Arbitration Association. Each party will select an arbitrator and the two so selected will appoint a third arbitrator, who will have the right to award costs to either party. The result of the arbitration will be binding on the parties and judgment of the award may be entered in any court having jurisdiction thereof. Each party shall bear its costs and expenses associated with such arbitration. The parties hereby consent to the jurisdiction of the New York State courts in any action instituted to challenge the enforceability of this Section 16.

17. Non-solicitation. Client agrees that during the Term and for a period of 365 days thereafter, directly or indirectly, either for itself or in conjunction with or on behalf of any other individual entity, solicit, hire, contract with or engage the services of the Agency's, consultants, subcontractors or other personnel without the prior written consent of the other party.

18. Miscellaneous. The parties intend for their relationship to be that of independent contractors and not a partnership, joint venture, or employer/employee. Neither party will represent itself to be agent of the other. Neither party has the power or authority to bind the other in any agreement and will not represent to any person that it has such power or authority. The Terms of Service may be amended from time to time by Us, in Our discretion. Amendments to the Terms of Service are effective on the earlier of Our notice to You that an amendment has been made, or the first day of the next Renewal Term. Terms of Service as amended. The terms on any purchase order or other business forms issued by You are not binding on Us. A party's failure or delay in enforcing any provision of the Terms of Service will not be deemed a waiver of that party's rights with respect to that provision or any other provision. A party's waiver of any of its rights under the Terms of Service is not a waiver of any of its other rights with respect to a prior, contemporaneous or future occurrence, whether or not similar in nature. Captions in the Terms of Services are for the convenience of the parties and are not intended for interpretation. The following provisions will survive expiration or termination of the Terms of Service: Fees, indemnity obligations, provisions limiting liability and disclaiming warranties, provisions regarding ownership of intellectual property, these miscellaneous provisions, and other provisions that by their nature are intended to survive termination. There are no third party beneficiaries to the Terms of Service. You may not transfer the Terms of Service without Our prior written consent. Our approval for any assignment is contingent on the assignee meeting Our credit approval criteria. We may assign all or any part of the Terms of Service.

This Terms of Service (i) constitute a legal and binding agreement between You and Us; (ii) are the complete and exclusive agreement between the parties regarding the subject matter; (iii) supersede and replace any prior understanding or communication, whether written or oral, and (iv) do not benefit any other person or entity.