

TERMS OF USE

1. Access to Site Subject to Terms and Conditions.

Nova Scotia Business Incorporated (“NSBI”) maintains a website currently located at www.novascotiabusiness.com (“the Site”). This site is maintained to provide information about NSBI and business development. Access to this Site is provided to you subject to these terms and conditions (“Terms and Conditions”) and all applicable laws. By accessing and browsing this site, you accept unconditionally the Terms and Conditions.

2. Changes to Terms and Conditions.

NSBI reserves the right, in its sole discretion, to change these Terms and Conditions at any time by posting such changes to the Site. Continued access and use of the Site by you shall constitute an acceptance of the Terms and Conditions as amended. You are responsible for reviewing these Terms and Conditions regularly.

3. Governing Laws.

The Terms and Conditions are governed by the laws of the Province of Nova Scotia and the laws of Canada. These laws govern the use of the Site and its contents by you, regardless of your location, domicile, or residency. This Site is intended for use only in those jurisdictions where it may be lawfully offered for use.

4. Business advice not provided.

The content of the Site is provided for informational purposes only. It is not intended to be legal, business or other professional advice of any kind. You are advised to seek specific advice by contacting professional advisers in relation to your specific issues.

5. Disclaimer and Limitation of Liability.

THIS SITE AND ITS CONTENTS ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT GUARANTEE OR WARRANTY OF ANY KIND. YOUR USE AND ACCESS OF THIS SITE, AND ITS CONTENTS, ARE AT YOUR OWN RISK. NSBI DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY INACCURACIES, ERRORS OR OMISSION IN THE SITE OR ITS CONTENTS.

NSBI MAKES AND PROVIDES NO WARRANTY, CONDITION OR REPRESENTATION ABOUT THE QUALITY, ACCURACY, COMPLETENESS OR CURRENCY OF THE SITE OR ITS CONTENTS. NSBI DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR COLLATERAL. WITHOUT LIMITING THE FOREGOING, NSBI MAKES NO REPRESENTATION, WARRANTY OR CONDITION REGARDING THE OPERATION OR USE OF THE SITE FREE FROM INTERRUPTION, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE.

IN NO EVENT SHALL NSBI BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE, IN ANY WAY, OF THE SITE OR ITS CONTENTS, INCLUDING WITHOUT LIMITING THE FOREGOING, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE, AND REGARDLESS OF WHETHER NSBI IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES RESULTING FROM THE USE OR INABILITY TO USE OF THE SITE OR ITS CONTENTS.

DOWNLOADING OF CONTENTS FROM THE SITE IS AT YOUR SOLE RISK. NSBI DOES NOT GUARANTEE THAT CONTENTS ARE COMPATIBLE WITH YOUR COMPUTER SYSTEM OR THAT THE SITE AND ITS CONTENTS ARE FREE FROM COMPUTER THREATS, ERRORS OR MALWARE,

INCLUDING WITHOUT LIMITATION VIRUSES, WORMS, SPYWARE OR TROJAN HORSES. YOU ARE WHOLLY RESPONSIBLE FOR TAKING APPROPRIATE MEASURES TO PROTECT THE INTEGRITY OF YOUR COMPUTER SYSTEM FROM COMPUTER THREATS.

6. Internet Communications not Confidential

NSBI does not guarantee the confidentiality of communications made to it through the Site or through email. Appropriate arrangements to communicate confidential or sensitive information should be made by contacting NSBI staff directly by phone.

7. Third Party Sites

Links to sites of Third Parties may be provided. Access to such sites is entirely at your own risk. NSBI does not control the information provided on such sites and as such makes no representation or endorsement of those sites or the information provided on those sites, including but not limited to representations or endorsement respecting accuracy, reliability, completeness, non-infringement, merchantability or fitness for purpose.

8. Ownership and Use

All contents, including without limitation, designs, graphics, pictures, illustrations, video, music, sounds, text, words, phrases, titles, logos and marks on the Site or in the contents are owned or licensed by NSBI and are protected by copyright, trade-mark and other intellectual property laws, domestic and international.

Except as expressly provided in these Terms and Conditions, any reproduction, retransmission, distribution, sale, republication, modification, translation of or creation of derivative works based on the Site, in whole or in part, and any decompilation, disassembly, reverse engineering or other exploitation of the Site, without prior written permission, is strictly prohibited.

This Site and its contents shall not be used for purposes other than your own personal non-commercial use and benefit. You may not frame the Site or any part of it on any internet web site. You acquire no rights or licences to the Site or its contents other than the limited right to use the Site and its contents in accordance with these Terms and Conditions. You agree that you shall not use the Site for any purpose that is unlawful.

9. General Provisions.

These Terms and Conditions, including any documents referenced to, constitute the entire agreement between NSBI and you pertaining to the access and use of the Site and its contents. These Terms and Conditions supersede all prior and contemporaneous communications, whether electronic, oral or written, between NSBI and you with respect to the Site.

A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

NSBI's failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provisions or right. If any of the provisions contained in these Terms and Conditions are determined to be

void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein.

© 2006. Nova Scotia Business Incorporated. All Rights Reserved.