

Terms of Service

The following terms and conditions govern all use of the ECigMedia.com website and all content, services and products available at or through the website (taken together, the Website). The Website is owned and operated by ECigMedia Division of Adbank Inc (“ECigMedia”). The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, ECigMedia’s Privacy Policy) and procedures that may be published from time to time on this Site by ECigMedia (collectively, the “Agreement”).

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the web site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by ECigMedia, acceptance is expressly limited to these terms. The Website is available only to individuals who are at least 18 years old.

1. **ECigMedia Services and Content.** If ECigMedia creates a blog/content through our services, we are responsible for maintaining the security of your blog/content. We will not describe or assign keywords to your content in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others, and ECigMedia may change or remove any description or keyword that it considers inappropriate or unlawful, or otherwise likely to cause ECigMedia liability.
2. **Responsibility of Contributors.** By making Content available to ECigMedia, you represent and warrant that:
 - a. the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
 - b. if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
 - c. you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
 - d. the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
 - e. the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to

- further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- f. the Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
 - g. your blog is not named in a manner that misleads your readers into thinking that you are another person or company. For example, your blog's URL or name is not the name of a person other than yourself or company other than your own; and
 - h. you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by ECigMedia or otherwise.

By submitting Content to ECigMedia, you grant ECigMedia a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting your product, service, and/or website.

Without limiting any of those representations or warranties, ECigMedia has the right (though not the obligation) to, in ECigMedia's sole discretion (i) refuse or remove any content that, in ECigMedia's reasonable opinion, violates any ECigMedia policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Content to any individual or entity for any reason, in ECigMedia's sole discretion. ECigMedia will have no obligation to provide a refund of any amounts previously paid.

3. **Payment and Renewal.**

- a. **General Terms.** By selecting a product or service, you agree to pay ECigMedia the one-time and/or monthly or annual subscription fees indicated (additional payment terms may be included in other communications). Subscription payments will be charged on a pre-pay basis on the day you sign up for and will cover the use of that service for a monthly or annual subscription period as indicated. Payments are not refundable.

4. **Services.**

- a. **Fees; Payment.** By signing up for our Services you agree to pay ECigMedia the applicable setup fees. Applicable fees will be invoiced starting from the day your services are established and in advance of using such services. ECigMedia reserves the right to change the payment terms and fees upon thirty (30) days prior written notice to you. Services can be canceled by you at anytime on thirty (30) days written notice to ECigMedia.

- I. **Content Posted on Other Websites.** We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and

webpages to which ECigMedia.com works with, and that link to ECigMedia.com. ECigMedia does not have any control over those non-ECigMedia websites and webpages, and is not responsible for their contents or their use. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. ECigMedia disclaims any responsibility for any harm resulting from your use of non-ECigMedia websites and webpages.

- II. **Copyright Infringement and DMCA Policy.** As ECigMedia asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by ECigMedia.com violates your copyright, you are encouraged to notify ECigMedia in accordance with ECigMedia's Digital Millennium Copyright Act ("DMCA") Policy. ECigMedia will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. ECigMedia will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of ECigMedia or others. In the case of such termination, ECigMedia will have no obligation to provide a refund of any amounts previously paid to ECigMedia.
- III. **Intellectual Property.** This Agreement does not transfer from ECigMedia to you any ECigMedia or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with ECigMedia. ECigMedia, ECigMedia.com, the ECigMedia.com logo, and all other trademarks, service marks, graphics and logos used in connection with ECigMedia.com, or the Website are trademarks or registered trademarks of ECigMedia or ECigMedia's licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any ECigMedia or third-party trademarks.
- IV. **Changes.** ECigMedia reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. ECigMedia may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.
- V. **Termination.** ECigMedia may terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
- VI. **Disclaimer of Warranties.** The Website is provided "as is". ECigMedia and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither ECigMedia nor its suppliers and licensors, makes any

warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.

- VII. **Limitation of Liability.** In no event will ECigMedia, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to ECigMedia under this agreement during the twelve (12) month period prior to the cause of action. ECigMedia shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.
- VIII. **General Representation and Warranty.** You represent and warrant that (i) your use of the Services will be in strict accordance with the ECigMedia Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Services will not infringe or misappropriate the intellectual property rights of any third party.
- IX. **Indemnification.** You agree to indemnify and hold harmless ECigMedia, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Services, including but not limited to your violation of this Agreement.
- X. **Miscellaneous.** This Agreement constitutes the entire agreement between ECigMedia and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of ECigMedia, or by the posting by ECigMedia of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of Ontario, Canada, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the provincial and federal courts located in Ontario, Canada. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Ontario, Canada, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive

such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; ECigMedia may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

Privacy Policy

ECigMedia Division of Adbank Inc (“**ECigMedia**“) operates ECigMedia.com and may operate other websites. It is ECigMedia’s policy to respect your privacy regarding any information we may collect while operating our websites.

1. Website Visitors

Like most website operators, ECigMedia collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request. ECigMedia’s purpose in collecting non-personally identifying information is to better understand how ECigMedia’s visitors use its website. From time to time, ECigMedia may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its website.

2. Gathering of Personally-Identifying Information

Certain visitors to ECigMedia’s websites choose to interact with ECigMedia in ways that require ECigMedia to gather personally-identifying information. The amount and type of information that ECigMedia gathers depends on the nature of the interaction. Those who engage in transactions with ECigMedia are asked to provide additional information, including as necessary the personal and financial information required to process those transactions. In each case, ECigMedia collects such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor’s interaction with ECigMedia. ECigMedia does not disclose personally-identifying information other than as described below. And visitors can always refuse to supply personally-identifying information, with the caveat that it may prevent them from engaging in certain service-related activities.

3. Aggregated Statistics

ECigMedia may collect statistics about the behavior of visitors to its websites. ECigMedia may display this information publicly or provide it to others. However, ECigMedia does not disclose personally-identifying information other than as described below.

4. Protection of Certain Personally-Identifying Information

ECigMedia is committed to respecting the privacy of individuals and protection of any Personal Information that you agree to provide to us.

- Any personal information you do provide is protected under the Privacy Act of Canada. This means that, at the point of collection, you will be informed that your personal information is being collected, the purpose for which it is being collected and that you have a right of access to the information.
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Our Privacy Management Plan includes guidelines on the collection, storage, use and retention of your Personal Information as follows:

- **Collection:** ECigMedia collects personal information about individuals (clients, suppliers, employees, etc) in order to better manage its business. ECigMedia will make all reasonable efforts to fully inform such individuals about the planned use/disclosure. ECigMedia will limit the collection and use of personal information to that required for valid business purposes or to comply with legislation.
- **Accuracy:** ECigMedia will make every reasonable effort to ensure that the personal information it collects and uses is accurate and complete. Individuals providing personal information will have the opportunity to review and correct their personal information, and on written request by an individual to whom the information relates, ECigMedia will modify the information as required.
- **Retention:** ECigMedia will establish a retention period for all personal information collected.
- **Disclosure:** ECigMedia will not disclose personal information unnecessarily to employees or any third party, unless the effected individual consents.
- **Access:** ECigMedia promotes individual's right of access to personal information about themselves. The employer will provide access to information upon request. Access will be provided according to established procedures.

ECigMedia discloses potentially personally-identifying and personally-identifying information only to those of its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on ECigMedia's behalf or to provide services available at ECigMedia's websites, and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using ECigMedia's websites, you consent to the transfer of such information to them. ECigMedia will not rent or sell potentially personally-identifying information to anyone. Other than to its employees, contractors and affiliated organizations, as described above, ECigMedia discloses potentially personally-identifying and personally-identifying information only in response to a subpoena, court order or other governmental request, or when ECigMedia believes in good faith that disclosure is reasonably necessary to protect the property or rights of ECigMedia, third parties or the public at large.

If you are a registered user of a ECigMedia service and have supplied your email address, ECigMedia may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what's going on with ECigMedia and our products. ECigMedia takes all measures reasonably necessary to protect against the unauthorized access, use, alteration or destruction of potentially personally-identifying and personally-identifying information.

5. Business Transfers

If ECigMedia, or substantially all of its assets, were acquired, or in the unlikely event that ECigMedia goes out of business or enters bankruptcy, user information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of ECigMedia may continue to use your personal information as set forth in this policy.

6. Privacy Policy Changes

Although most changes are likely to be minor, ECigMedia may change its Privacy Policy from time to time, and in ECigMedia's sole discretion. ECigMedia encourages visitors to frequently check this page for any changes to its Privacy Policy. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change.