

Business User Account Terms of Sale

A. studibudi.com (the "Site") is a professional networking website made available by studibudi Professional Networking Inc. ("studibudi") to student users and business users (both terms as defined below) for the sole purpose of assisting student users and business users to establish working relationships with each other for their mutual benefit (the "Service");

B. By accepting these Terms of Sale you, "Business User" are agreeing to become a registered user of the Site and subscribe to the Service and to be bound by the following terms and conditions:

1. Activation of Service

1.1 In consideration of Business User obtaining access to the Site and using the Service, Business User will pay to studibudi the current non-refundable service fee ("Service Fee"). Business User authorizes studibudi to debit Business User's credit card for the full amount of the Service Fee. If the Service Fee is not received by studibudi, Business User's access to the Site and use of the Service will be suspended until overdue amounts plus accrued interest at the rate of 15% per annum, compounding monthly, are paid in full.

1.2 Upon acceptance of this Agreement by Business User, and receipt of the Service Fee by studibudi, Business User will receive an email at the address provided containing an activation link. Business User must click on the link to verify Business User's email account (which address will become Business User's login ID) and to continue the Site and Service activation process. Business User will be required to select a password during the activation process.

2. Service

2.1 As a registered user of the Site and the Service, Business User may do the following:

- a) place a profile of its business on the Site, including information such as business name, address, contact information, logo, and brief synopsis of its business;
- b) post projects that will be available for registered student users ("Student Users") to view and apply to work on for or with the Business User ("Projects"); and
- c) view Student User profiles for the purpose of locating and contacting suitable candidates to participate in posted Projects.

2.2 Business User acknowledges and agrees that it will not be able to and will not attempt to view the profiles and Projects of other Business Users on the Site.

2.3 Business User covenants with studibudi that it will not use the Site and the Service to locate and contact Student Users for any purpose other than to discuss Projects and a Student User's participation in a Project.

3. Use of Site

3.1 Business User acknowledges and agrees that its use of the Site and the Service are governed by this Agreement, and the Terms of Use for the Site, as may be amended from time to time by studibudi in its sole discretion. The Terms of Use applicable to Business User's use of the Site at any time is the current Terms of Use found on the Site at the time of use and no other. studibudi reserves the right, in its sole discretion, to change, modify, add, or delete portions of the Terms of Use at any time without notice to Business User. Business User's continued use of the Service or the Site after any such change constitutes Business User's acceptance of the new Terms of Use.

3.2 To maintain the value of the Service both to the Business User and other Users of the Site and the Service, Business User agrees to:

- a) provide accurate, current and complete information about it and its Projects ("User Content");
- b) maintain and promptly update the User Content, and any other information you provide to studibudi Professional Networking Inc. and
- c) maintain the security of Business User's password and be fully responsible for all use of Business User's account and for any actions that take place using Business User's password.

4. Conduct

4.1 Business User covenants and agrees that no materials of any kind submitted through its account or otherwise posted, transmitted, or shared by it on or through the Site and the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material

4.2 Business User further covenants and agrees not to use the Service or the Site to:

- a) harvest or collect email addresses or other contact information of other users from the Service or the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications; and
- b) upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

5. Disclaimers and Limitation on Liability

5.1 Business User acknowledges and agrees that studibudi is providing the Site and the Service to facilitate the networking of students and business, and has not and will not select or pre-screen Student Users, or approve profile pages created by Student Users, and studibudi has not made and does not make any representations, warranties or guarantees whatsoever with respect to any Student User or his or her profile page, including without limitation, the abilities, skill and education of any Student User, the accuracy and completeness of the information in a Student User profile page, or that the Student User's profile page was actually created and is being operated by the individual or entity that is the subject of a profile page. Business User is responsible for confirming the accuracy of all information with respect to any Student User that Business User contacts.

5.2 Business User further acknowledges and agrees that studibudi is not and will not be involved in, liable or responsible for, in any manner whatsoever, any transactions or relationships entered into or other actions taken by Business User with a Student User on or in connection with any Student User profile page. Without limiting the generality of the foregoing, studibudi has not made and does not make any guarantees, representations or warranties as to the success of any Project or working relationship between Business User and Student Users, nor that Student Users will respond to any communications or accept any Project or other requests by Business User.

5.3 studibudi, its directors, employees or agents are not and shall not be responsible or liable in any manner for any content of any user profile pages, whether posted or caused to be posted by users of the Site, by studibudi, by third parties or by any of the equipment or programming associated with or utilized in the Site or the Service. studibudi, its directors, employees or agents are not responsible for the conduct, whether online or offline, of any user of the Site or Service.

5.4 studibudi, its directors, employees or agents are not and shall not be responsible for any loss or damage to Business User or its business as a result of transactions by the Business User with a Student User.

6. Renewal and Termination

6.1 This Agreement will, in studibudi's sole discretion, automatically renew for further one year terms upon the anniversary date of Business User's registration, unless Business User has provided studibudi no later than three business days before the anniversary date, with notice in writing that Business User does not wish to renew the Term. Business User hereby authorizes studibudi to debit Business User's credit card for the full amount of the then current Service Fee. Business User acknowledges and agrees that studibudi may increase the Service Fee between Terms and any such increased Service Fee will be payable by Business User upon renewal of this Agreement.

6.2 Business User may terminate this Agreement at any time and for any reason by notice in writing to studibudi. Business User acknowledges that the Service Fee is non-refundable and Business User will not receive a full or partial refund of the Service Fee upon termination of this Agreement.

6.3 studibudi may terminate this Agreement upon a breach by Business User of this Agreement or the Terms of Use.

6.4 Upon termination of this Agreement, Business User's access to the Site and use of the Service will cease, and studibudi will cancel Business User's registration and delete its profile and content or information posted on the Site.

6.5 studibudi may cease providing the Service and the Site at any time in its sole discretion, in which event this Agreement will terminate. Should studibudi cease providing the Service and the Site, Business User will receive a pro-rated refund of the Service Fee paid for the current Term.

7. Miscellaneous

7.1 This Agreement shall be construed in accordance with the laws of the province of British Columbia and the laws of Canada applicable thereto. Any and all suits or actions to enforce or for breach of this Agreement shall be instituted and maintained in Vancouver, British Columbia, Canada. The Buyer waives any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court.

7.2 This Agreement and the rights, duties, and obligations of Business User hereunder will not be assigned by Business User without the prior written consent of studibudi.

7.3 This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

7.4 This Agreement and the Terms of Use of the Site constitute the entire agreement between Business User and studibudi with respect to the use and access of the Site and the Services and supersedes all prior agreements, undertakings, negotiations and discussions, whether oral or written; there are no warranties, representations, covenants, obligations or agreements except as set forth in this Agreement and the Terms of Use.