

VILLAGE STARS MEMBERSHIP AGREEMENT

Last updated on April 24, 2008

Village Stars (villagestars.com) provides reviews and ratings on a variety of Service Providers to you, the user ("You"), to allow You the opportunity to read about the experiences other users have had with these Service Providers and to provide Your own reviews and ratings on the Service Providers You use. In order to use the Service (as defined below), You must read and accept all of the terms and conditions in, and linked to, this Membership Agreement (this "Agreement"), which may be modified by Village Stars our sole discretion. All updates will be posted on www.villagestars.com (our "Website") and such modifications will become effective immediately upon the posting thereof. It is your responsibility to review this Agreement on a regular basis to keep yourself informed of any modifications.

BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND NOTICES CONTAINED IN THIS AGREEMENT JUST AS IF YOU HAD SIGNED THIS AGREEMENT.

TERMS OF USE

1. VILLAGE STARS SERVICE

Village Stars provides reviews and ratings on a variety of Service Providers based upon the actual first-hand experiences other users have had with these Service Providers and also provides You with the opportunity to provide Your own reviews and ratings on the Service Providers You use (collectively, the "Service").

2. REGISTRATION INFORMATION

As a condition of Your use of the Service, You agree to (a) provide Village Stars with true, accurate, current and complete information as prompted by the Village Stars registration forms, when registering for or using the Service and (b) update and maintain the truthfulness, accuracy and completeness of such information.

3. MINIMUM AGE

If You are under the age of eighteen (18), You are prohibited from using or registering for the Service.

4. USE VOID WHERE PROHIBITED

Membership in the Service is void where prohibited.

5. PRIVACY POLICY

Your privacy is very important to us and you can be assured that our privacy practices are held to high standards. As part of the normal operation of our services we may collect, however will not disclose information about you.

Our site requires users to give us contact information. We collect visitor's contact information (like name and address). Contact information from the registration form may be used to get in touch with the visitor when necessary and shared with other companies who use the information in aggregate to gather broad demographic information.

We may use personally identifiable information about you to improve our marketing and promotional efforts, to statistically analyze site usage, to improve our content and product offerings and to customize our site's content, layout, and services. We believe these uses allow us to improve our site and better tailor it to meet our users' needs.

We may also use your information to deliver information to you that, in some cases, are targeted to your interests, such as targeted banners, new services and promotions. By accepting the User Agreement you expressly agree to receive this information. As a general proposition, we do not sell or rent any personally identifiable information about you to any third party.

If you break the law, we may have to disclose your personal information to the authorities.

This site may contain links to other sites. Village Stars is not responsible for the privacy practices or the content of such Web sites.

Village Stars uses industry standard security to safeguard the confidentiality of your personal identifiable information. However, "perfect security" is not promised on the Internet.

6. ACCOUNT SECURITY

Village Stars will assign You a user ID and a password when You register. Your user ID and password may only be used by You and the members of Your household. You are solely responsible for maintaining and protecting the confidentiality of Your user ID and password, and are fully responsible for all activities that occur under Your user ID and password.

7. LIMITED LICENSE TO WEBSITE

By agreeing to the terms and conditions of this Agreement, Village Stars grants You a limited license to access and use the reviews and ratings offered by the Service Provider for Your personal purchase decisions. You acknowledge and agree that You will not access, reproduce, duplicate, copy, sell, re-sell, visit or otherwise exploit for any commercial, educational (or any other non-personal) purpose the reviews and ratings and any content, without the express written consent of Village Stars

8. SUBMISSIONS OF REVIEWS

In order for You to submit Your own reviews and ratings on the Website, You acknowledge and agree that:

- (a) all of Your reviews and ratings will be based upon Your actual first-hand experiences with the Service Providers You are reviewing.
 - (b) all of Your reviews and ratings of the Service Providers that You are rating will be accurate, truthful and complete in all respects;
 - (c) You will not submit more than one (1) review or rating in a single category of Service Providers within any six (6) month period;
 - (d) You do not work for, own any interest in or serve on the board of directors of, any of the Service Providers for which You submit reviews and ratings;
 - (e) You do not work for, own any interest in or serve on the board of directors of any competitors of the Service Providers for which You submit reviews and ratings;
 - (f) You are not in any way related (by blood, adoption or marriage, if the Service Provider is an individual) to any of the Service Providers for which You submit reviews or ratings;
- and
- (g) Your name and report information will be made available to the Service Providers on

which You report.

9. CONTENT LICENSE

Although Village Stars does not claim ownership of any of the reviews, ratings, communications, information, data, text or other materials You give us (collectively, the "Content"), by providing Content for the Website, You automatically grant, and You represent and warrant that you have the right to grant, to Village Stars an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such Content and to prepare derivative works of, or incorporate into other works, such Content, and to grant and to authorize sublicenses (through multiple tiers) of the foregoing. In addition, by providing Village Stars with Content, You automatically grant us all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction or exploitation of the Content on our Website by any other party.

10. PUBLICATION AND DISTRIBUTION OF CONTENT

Village Stars does not guarantee the accuracy, integrity, quality or appropriateness of any Content transmitted to or through the Service. You acknowledge that Village Stars simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of Content and for the publication and distribution of any content posted by Service Providers in response to Content ("Service Provider Content"). You understand that all Content and Service Provider Content posted on, transmitted through or linked through the Service, are the sole responsibility of the person from whom such Content originated. You understand that Village Stars does not control, and is not responsible for Content or Service Provider Content made available through the Service, and that by using the Service, you may be exposed to Content that is inaccurate, misleading, or offensive. You agree that you must evaluate and make your own judgment, and bear all risks associated with, the use of any Content and Service Provider Content.

You further acknowledge that Village Stars has no obligation to screen, preview, monitor or approve any Content or Service Provider Content, or Content posted or submitted by any other Village Stars member or any Service Provider. However, Village Stars reserves the right to review and delete any Content that, in its sole judgment, violates the terms and conditions of this Agreement. By using the Service, You agree that it is solely YOUR RESPONSIBILITY to evaluate Your risks to bear associated with the use, accuracy, usefulness, completeness or appropriateness of any Content that You submit, receive, access, transmit or otherwise convey through the Service. Under no circumstances will Village Stars be liable in any way for any Content or Service Provider Content, including, but not limited to, any Content or Service Provider Content that contains any errors, omissions or defamatory statements, or for any loss or damage of any kind incurred as a result of the use of any Content or Service Provider Content submitted, accessed, transmitted or otherwise conveyed via the Service. You waive the right to bring or assert any claim against Village Stars relating to Content or Service Provider Content, and release Village Stars from any and all liability for or relating to any Content or Service Provider Content.

11. SERVICE PROVIDERS

Village Stars does not endorse and is not responsible or liable for any Content, Service Provider Content, data, advertising, products, goods or services available or unavailable from, or through, any Service Providers. You agree that should You use or rely on such Content, Service Provider Content, data, advertisement, products, goods or services, available or unavailable from, or through any Service Provider, Village Stars is not responsible or liable, indirectly or

directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with, or participation in promotions of any Service Provider and any other terms, conditions, representations or warranties associated with such dealings, are between You and such Service Provider exclusively and do not involve Village Stars. You should make whatever investigation or other resources that You deem necessary or appropriate before hiring or engaging Service Providers .

You agree that Village Stars is not responsible for the accessibility or unavailability of any Service Provider or for Your interactions and dealings with them, waive the right to bring or assert any claim against Village Stars relating to any interactions or dealings with any Service Provider and release Village Stars from any and all liability for or relating to any interactions or dealings with Service Providers.

12. YOUR CONDUCT

In connection with Your use of the Service, You represent and warrant that You:

- (a) are above the age of eighteen (18);
- (b) will abide by the letter and spirit of the terms and conditions of this Agreement and all applicable local, provincial, state, national or international laws;
- (c) will not submit any reviews that may be considered by Village Stars to be unlawful, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, invasive of another person's privacy or proprietary rights, or racially, ethnically or otherwise objectionable;
- (d) will submit thorough and thoughtful reviews of the Service Providers You review;
- (di) will not submit reviews that comment on other users or the reviews of other users;
- (dii) will not impersonate, or attempt to impersonate, any other person, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with Village Stars, or otherwise attempt to mislead others as to the identity of the sender or the origin of a review or rating;
- (e) will not submit reviews that are encrypted or that contain viruses, Trojan horses, worms, time bombs, spiders, cancelbots or other computer programming routines that are intended to damage, interfere with, disrupt, impair, disable or otherwise overburden our Website;
- (f) will not access, download or copy any information contained on our Website through artificial means (including but not limited to spiders, hacking devices, computer programs, bots or other such means);
- (g) will not post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
- (h) will not take any action that would undermine the review and rating process under the Service;
- (i) will not attempt to gain unauthorized access to the Service, other user accounts, or other computer systems or networks connected to the Service;
- (j) will not use the Service in any manner that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any material that may infringe, misappropriate or violate a third party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights;
- (k) will not use the Service in any way that could interfere with the rights of Village Stars or the rights of other users of the Service;
- (l) have sufficient rights in and to all Content that You provide, transmit or otherwise

convey to Village Stars in connection with the Service;

- (m) agree not to re-sell or assign Your rights or obligations under this Agreement;
- (n) will not access, reproduce, duplicate, copy, sell, re-sell, visit or otherwise exploit for any commercial, educational or other purposes not related to Your personal purchasing decisions, the Website (and any and all of the content therein), without the express written consent of Village Stars, which consent may be withheld at our discretion; and
- (o) grant us an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute the Content and to prepare derivative works of, or to incorporate such Content into other works, and to grant and to authorize sublicenses of the foregoing. The reviews and ratings that You provide do not reflect the views of Village Stars, its officers, managers, owners, employees, agents, designees or other users. In addition, Village Stars retains the right, in its sole discretion, to determine whether or not Your use of the Service is consistent with the terms and conditions of this Agreement. Village Stars may suspend, restrict or terminate Your use of the Service and to refuse any future use of all or portions of the Service if Your use breaches or fails to comply with any of the terms and conditions of this Agreement. Additionally, Village Stars may seek any and all other remedies available to it, including (a) seeking injunctive relief with any court of competent jurisdiction to enjoin any breach or failure to comply with any of the terms and conditions of this Agreement; and/or (b) if damages are ascertainable, seeking damages relating to any breach or failure to comply with any of the terms and conditions of this Agreement.

13. DISCLOSURE OF INFORMATION

Village Stars may make Your identifiable information, account information and the Content available to our employees and third parties with whom we contract for use to handle Your account. In addition, we may provide non-personally identifiable aggregate statistics, unique identifiers, demographic and other anonymous information about You and Village Stars users to advertisers, Service Providers and other third parties. You agree that Village Stars may make such uses of information You provide or we collect. You agree that Village Stars may access, preserve and disclose Your account information, any information provided by You to Village Stars, including, but not limited to, the Content for the purposes described in this Agreement, if required to do so by law or if in good faith, Village Stars believes that such access, preservation or disclosure is reasonably necessary to: (a) comply with any legal process, including but not limited to an enforceable court order or lawful third party subpoena; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; or (d) protect the rights, property or personal safety of Village Stars, its users and/or the public. As Village Stars continues to develop its business, it might sell or buy other companies or assets or be acquired or have substantially all of its assets acquired by a third party. In such transactions, customer information generally is one of the transferred business assets. You hereby consent to the transfer of Your information as one of the transferred assets and to be used for any purpose allowed under this Agreement.

14. TERM AND TERMINATION

The initial term of this Agreement will be as defined in Your membership plan, and will continue for automatic subscription renewals thereafter until terminated by either party in accordance with this Agreement. If Village Stars deems it necessary, in its sole discretion, Village Stars may immediately terminate this Agreement, Your account and Your access to the Service. If Village Stars merely terminates Your account for its convenience and You are not in breach of this Agreement, Village Stars will refund Your membership fees on a pro rata basis from the date of such termination to the end of the then current term. Termination of Your account will include

removal of Your access to all offerings of the Service, deletion of Your password, deletion of all related information and files, may include the deletion of the Content associated with Your account (or any part thereof), and barring Your further use of the Service.

15. MODIFICATION OF TERMS AND CONDITIONS

Village Stars will have the right to modify and restate the terms and conditions of this Agreement, and such modification(s) will be effective immediately upon being posted on our Website www.villagestars.com. Village Stars will make note of the date of the last update to the Agreement on the first page of this Agreement. You are responsible for reviewing these terms and conditions regularly. Your continued use of the Service after such modifications will be deemed to be Your conclusive acceptance of all modifications to this Agreement. If You are dissatisfied as a result of such modification(s), Your only recourse is to immediately discontinue use of the Service.

16. MODIFICATION, LIMITATION AND DISCONTINUANCE OF SERVICE

Village Stars reserves the right at any time to limit access to, modify, change or discontinue the Service with or without notice to You and we shall not be liable to You for any such modification, suspension or discontinuance of the Service. You agree that Village Stars will not be liable to You or to any third party for any such limitation, modification, change, suspension or discontinuance of the Service. You agree that Village Stars may establish general practices, policies and limits, which may or may not be published, concerning the use of the Service, including without limitation, the time that reviews and ratings will be retained, the maximum number of reviews and ratings that may be sent from an account, the length of reviews and ratings sent, and the maximum number of times and the maximum duration for which You may access the Service in a given period of time. You agree that Village Stars has no responsibility or liability for the deletion or failure to store any reviews, ratings and other communications maintained or transmitted by or through the Service. You agree that Village Stars has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

17. DELAYS

The Service may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. Village Stars is not responsible for any delays, failures or other damage resulting from such problems.

18. USER FEEDBACK

Village Stars appreciates hearing from You, as well as our other users, and welcomes Your comments regarding our Service. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, or materials other than those which we have specifically requested. Although we do value Your feedback on our Service, please be specific in Your comments regarding our services and do not submit creative ideas, suggestions or materials. If, despite our request, You send us creative suggestions, ideas, drawings, concepts or other information (collectively, the "Submissions"), such Submissions will be the property of Village Stars. In addition, none of the Submissions will be subject to any obligations of confidentiality and Village Stars will not be liable for any future use or disclosure of such Submissions.

19. COPYRIGHT MATERIALS

You acknowledge and agree that all Content and other information on the Website, including, but not limited to, all text, graphics, logos, icons, images, audio clips, downloads, data compilations and software (collectively, the "Copyright Materials") are the property of Village Stars, and such Copyright Materials are the exclusive property of Village Stars and are protected by all Canada and international copyright laws.

20. WARRANTY DISCLAIMER

You understand and agree that THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT VILLAGE STARS ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE TIMELINESS, DELETION OF CONTENT OR FAILURE BY THE SERVICE. VILLAGE STARS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OR ANY WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS, (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (D) ANY CONTENT OR INFORMATION YOU PROVIDE OR VILLAGE STARS COLLECTS WILL NOT BE DISCLOSED OR (E) ANY ERRORS IN ANY SERVICE WILL BE CORRECTED. YOU ARE AGREE THAT USE OF THE SERVICE AND THE WEBSITE IS AT YOUR OWN RISK. In some jurisdictions, disclaimers of implied warranties are not permitted. In such jurisdictions, some of the foregoing disclaimers may not apply to You as they relate to implied warranties.

21. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT VILLAGE STARS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF VILLAGE STARS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICE; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SERVICE; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SERVICE; (E) STATEMENTS OR CONDUCT OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY THROUGH THE SERVICE; (F) ANY OTHER MATTER RELATING TO THE SERVICE; (G) ANY BREACH OF THIS AGREEMENT BY VILLAGE STARS OR THE FAILURE OF VILLAGE STARS TO PROVIDE THE SERVICE UNDER THIS AGREEMENT OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY SERVICE PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to You. You understand and agree that Your unlimited access to the Content on the Website represents a substantial portion of the value You receive from Your Village Stars membership fee. THEREFORE, TO THE EXTENT VILLAGE STARS IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICE, VILLAGE STARS LIABILITY FOR DAMAGES WILL NOT EXCEED THE EQUIVALENT OF ONE (1) MONTH OF MEMBERSHIP FEES (IF MEMBERSHIP FEES ARE PAID ON AN OTHER THAN MONTHLY

BASIS IT WILL BE THE PRORATED VALUE OF MEMBERSHIP FEES OVER A ONE (1) MONTH PERIOD). YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT VILLAGE STARS CONTRACTS WITH A THIRD PARTY TO PROCESS YOUR PAYMENT OF MEMBERSHIP FEES TO VILLAGE STARS THROUGH THE USE OF A CREDIT CARD (A "CREDIT CARD PROCESSOR"). YOU UNDERSTAND AND AGREE THAT NEITHER A CREDIT CARD PROCESSOR NOR ANY OTHER PARTY INVOLVED IN THE CREDIT CARD PROCESSING PROCESS FOR VILLAGE STARS, INCLUDING, BUT NOT LIMITED TO, THE COMPANY ISSUING THE CREDIT CARD TO YOU AND THE MERCHANT BANK (COLLECTIVELY, THE "RELEASED PARTIES") SHALL BE LIABLE FOR ANY DAMAGES (AS DEFINED HEREIN AND SUBJECT TO THE LIMITATIONS SET FORTH IN THIS PARAGRAPH 23) SUFFERED BY YOU AS A RESULT OF THE FAILURE OF VILLAGE STARS TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY VILLAGE STARS. YOU HEREBY RELEASE EACH OF THE RELEASED PARTIES FROM ANY AND ALL DAMAGES YOU MAY SUFFER AS A RESULT OF THE FAILURE OF VILLAGE STARS TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY VILLAGE STARS. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FOR ANY AND ALL DAMAGES IT MAY SUFFER AS A RESULT OF YOUR BREACH OF THIS PARAGRAPH 21. YOU HEREBY UNDERSTAND AND AGREE THAT VILLAGE STARS SHALL NOT BE LIABLE FOR THE PAYMENT OF ANY DAMAGES TO YOU UNDER THIS AGREEMENT.

22. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Village Stars, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) any violation of this Agreement by You; (b) the Content or other information provided by You to Village Stars or that You submit, transmit or otherwise make available through the Service; (c) Your use of the Service; or (d) any violation of any rights of another or harm You may have caused to another. Village Stars will have sole control of the defense of any such damage or claim.

23. BREACH OF AGREEMENT AND LIQUIDATED DAMAGES

You understand and agree that, because damages are often difficult to calculate, if it becomes necessary for Village Stars to pursue legal action to enforce the terms and conditions of this Agreement, You will be liable to pay us the following amounts as liquidated damages, which you accept as reasonable estimates of Village Stars damages for the specified breaches of this Agreement:

- (a). If you post Content in violation of this Agreement, You agree to promptly pay Village Stars One Thousand Dollars (\$1,000) for each item of Content posted in violation of this Agreement. We may (but shall not be required to) to issue You a warning before assessing damages.
- (b). If you display, copy, duplicate, reproduce, sell, re-sell or otherwise exploit for any purpose any Content in violation of this Agreement, You agree to pay Ten Thousand Dollars (\$10,000).
- (c). If you use computer programming routines that are intended to aggregate records or reports from the Service or otherwise damage, interfere with, disrupt, impair, disable or otherwise overburden our Website, You agree to pay One Hundred Dollars (\$100) for each report or record that is aggregated, disrupted, damaged or otherwise affected by You.

Except as set forth in the foregoing subparagraphs (a) through (c), inclusive, you agree to pay the actual damages suffered by Village Stars, including, but not limited to attorneys' fees and court costs, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of this Agreement, we reserve the right to seek the remedy of specific performance of any term contained herein, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in this Agreement, or any combination thereof.

NOTICE

You agree that Village Stars may communicate any notices to You under this Agreement, through email, regular mail or posting the notices on the Website.

24. ENTIRE AGREEMENT

This Agreement governs Your use of the Service and constitutes the entire agreement between You and Village Stars. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between You and Village Stars regarding the subject matter contained in this Agreement. Additional terms and conditions may exist between You and third parties, including but not limited to, Service Providers and others. You represent and warrant that those third party agreements do not interfere with Your obligations and duties to Village Stars under this Agreement.

25. GOVERNING LAW

This Agreement and the relationship between You and Village Stars will be governed by the laws of the Province of Ontario, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where You may be located or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the provincial or federal courts located in Kitchener, Ontario and waive any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such court, except that Village Stars may elect, in its sole discretion, to litigate the action in the county or state where any breach by You occurred or where You can be found. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to your use of the Service or this Agreement shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

26. PROVISIONS REMAINING IN EFFECT

In the event Your membership with Village Stars is terminated or lapses or You are no longer a user of Village Stars, certain provisions of this Agreement will continue to remain in effect.

27. MISCELLANEOUS

This Agreement may not be re-sold or assigned by You. If You assign, or try to assign, this Agreement, such assignment or attempted assignment will be void and unenforceable. It will not be considered a waiver of Village Stars rights if Village Stars fails to enforce any of the terms or conditions of this Agreement against You. In the event a court finds a provision in this Agreement to not be valid, You and Village Stars agree that such court should incorporate a similar provision that would be considered valid, with all other provisions remaining valid in the Agreement. No joint venture, partnership, employment or agency relationship exists between You and Village Stars as a result of this Agreement or use of the Service. You acknowledge and agree that each of the Released Parties shall be an intended third party beneficiary of this Agreement.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE THE SERVICE. BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.