

USER AGREEMENT

Agreement made

BETWEEN:

Registry = Recovery Inc. ("R=R")
1551 The Queensway Ave
Etobicoke, Ontario, M8Z 1T8
Telephone: 416-251-9660
Facsimile: 416-251-7656

AND

Telephone:

WHEREAS:

- A. R=R is engaged in the business of providing online services relating to the searching, filing, amending, and discharging of personal property security registrations in provincial government registries across Canada. In addition R=R provides online services relating to the searching of provincial government Motor Vehicle Registration databases across Canada ("MVS") and access to corporate record databases (collectively know as "Transaction Requests") all by way of R=R's website ("Website"); and
- B. Customer wishes to retain R=R to provide certain or all of such services as more particularly defined in Schedule "A" hereto ("Services") and R=R is willing to provide such Services pursuant to the provisions of this Agreement;

NOW THEREFORE, in consideration of the mutual terms and agreements contained herein and in Schedule "A" and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, the parties hereto agree as follows:

- 1. SCOPE OF SERVICES.** R=R agrees to provide Customer with Services but reserves the right to add, modify or delete any Services at its sole discretion.
- 2. STATUTORY OBLIGATIONS** If registration filing, amendment or discharge services are offered by R=R, Customer may be required, in certain jurisdictions, to notify an indebted party of a registration filing, amendment or discharge and comply with other obligations imposed on a secured party under statute ("Secured Party Obligations"). Customer acknowledges that Secured Party Obligations are not included in the Services except to the extent that Customer has specifically requested that R=R perform certain debtor notification services on its behalf by noting same on Schedule A hereto. In all other respects, Customer agrees to satisfy Secured Party Obligations without the assistance of R=R.
- 3 PRICING.** Customer agrees to pay R=R in Canadian funds for Services in accordance with the fee schedule set forth in Schedule A hereto attached. Schedule A may be amended from time to time by Registry = Recovery with Customers consent. All charges are stated exclusive of any applicable goods and services, provincial and local sales or other similar taxes. Customer shall pay all applicable taxes. Customer shall pay all disbursements incurred by R=R in the processing of the Customer's transaction.
- 4. PROCEDURE**
 - A) Customer shall be issued a login and password to access the Website and obtain Services. Customer is responsible for accurately inputting and submitting the search parameters and/or the information relating to the filing, discharge or amendment of a registration, as applicable.
 - B) Search request results will be posted on the web site for the customer to review and/or print. The results of the search will be accessible to the customer for no less than 365 days from the time of posting, after which time R=R may permanently remove the results without notice to the customer.
 - C) Once a filing, amendment, or discharge has been completed, a confirmation ("Confirmation") of the results shall be automatically posted on the web site on R=R web site for the Customer to view.
 - D) If any of the Confirmation results do not correspond with the information inputted by Customer, Customer will immediately notify R=R by telephone of such inaccuracy and provide R=R with written details of the inaccuracy ("Notice of Inaccuracy") within 48 hours of receipt of a Confirmation ("Response Period").

- E) Upon receipt of a Notice of Inaccuracy, R=R shall correct the inaccuracy by re-performing the search, filing, amendment, or discharge, as the case may be.
- F) If Customer fails to provide R=R with a Notice of Inaccuracy within the Response Period, Customer is deemed to acknowledge that the Confirmation results are acceptable and R=R shall not be liable for any damages resulting from any inaccuracy in the corresponding registration.

5. SOFTWARE AND HARDWARE REQUIREMENTS. Customer is responsible for obtaining and licensing, at its own expense, compatible hardware and software required to access and utilize the Services including appropriate telephone lines, modems, Internet service provider and Internet browser.

6. SUSPENSION/TERMINATION. Notwithstanding any other provision of this Agreement, R=R shall have the right to suspend Services in the event Customer breaches this Agreement or, to terminate this Agreement at any time at its sole discretion. R=R will provide the Customer forthwith with written notice of suspension or termination. On termination of this Agreement, R=R shall return to Customer forthwith all unused credit amounts.

7. OWNERSHIP OF MATERIALS ON THE SITE The contents of the Website such as text, graphics, images and other material ("Material") are owned by R=R and are copyrighted and protected by the copyright laws of Canada and throughout the world by treaties and conventions. Customer agrees not to copy, adapt, modify, display, perform, or otherwise use the Material (including use of the Material on any other website or networked computer environment) without the prior written permission of R=R. The trademarks, service marks and logos of R=R or others used on the Website are the property of R=R or their respective owners. Customer's use of the Material is conditioned on Customer maintaining all copyright, trademark and other proprietary rights notices appearing on the Material. Any unauthorized use of the Material may violate copyright, trademark and other similar laws. Customer may not use, and nothing contained on the Website grants by implication, waiver, estoppel or otherwise, any right to use any trademark displayed on the Website without the written permission of R=R or the respective owner.

8. LINKS WITH OTHER SITES R=R is not responsible for the content of any other site linked to or from the Website. If Customer links to another site, Customer leaves the Website and does so entirely at its own risk. R=R may provide links from the Website to other sites, but this is done solely as a convenience to the Customer and in no way should be interpreted as an endorsement of any content, sponsor or owner of any other website.

9. DELIVERY OF SERVICES. R=R shall use reasonable efforts to provide acceptable Services. However, R=R shall not under any circumstances be liable to Customer for any liability, penalty, inconvenience, loss, damage or expense of any kind or nature arising or resulting from any modification, interruption, delay in the provision, or any cessation of Services. Customer accepts sole responsibility for the adequacy and accuracy of results obtained from the use of the Services.

10. DISCLAIMER. R=R makes no representations, warranties, or conditions about the accuracy, reliability, completeness, or timeliness of the Material, the Services, and/or links or about the results to be obtained from using the Website, the Material, or the Services. The Material may contain inaccuracies or typographical errors. Changes are periodically made to the Website and may be made at any time. R=R DOES NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THE WEBSITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL GOODS. IF CUSTOMER'S USE OF THE WEBSITE, THE MATERIAL, OR THE SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, R=R IS NOT RESPONSIBLE FOR THOSE COSTS. R=R, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO THE WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITIES. IN NO EVENT WILL R=R BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE WEBSITE, ANY OTHER WEBSITES LINKED TO THE WEBSITE, THE MATERIAL OR INFORMATION CONTAINED AT ANY OR ALL SUCH SITES, OR THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT R=R IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S SOLE REMEDY UNDER THIS AGREEMENT IS TO REQUEST IN WRITING THAT R=R RE-PERFORM A SEARCH, FILING, DISCHARGE, OR AMENDMENT WHICH WAS IMPROPERLY CONDUCTED BY R=R IN ACCORDANCE WITH SECTION 4 HEREIN. SUCH RE-PERFORMANCE WILL BE PERFORMED AT NO ADDITIONAL CHARGE TO CUSTOMER.

12. INDEMNITIES Customer agrees to indemnify, defend and hold R=R harmless from any claims, damages, losses, suits, demands, costs and expenses pertaining to (i) any filing, discharge, or amendment of a registration performed by R=R on behalf of and at the request of Customer; (ii) the provision by R=R of Services to the Customer; (iii) failure of Customer to comply with Secured Party Obligations; or (iv) any breach by Customer of this Agreement.

13. BASIS OF BARGAIN The exclusion of warranty, exclusive remedies and limited liability set forth herein are fundamental elements of the basis of the bargain between R=R and Customer. R=R would not be able to provide the Services on an economic basis without such limitations.

14. ENTIRE AGREEMENT Customer acknowledges that this Agreement and the schedule(s) delivered pursuant to this Agreement in writing will constitute a part of this Agreement, although schedule(s) need not be attached to each copy of Agreement. The Agreement and the said schedule(s) constitutes the entire contract and that there are no rights, representations, conditions,

warranties or collateral agreements, written or oral, express or implied, statutory or otherwise with respect to this Agreement or the Services other than those contained in this Agreement.

15. NOTICES Except as otherwise provided in this Agreement, all notices, demands, and communications destined for R=R shall be delivered to R=R's address specified on the face hereof (or to the address shown on R=R's most recent invoice) and all notices destined for Customer shall be delivered to Customer's address as shown on the face hereof. Such notices shall be delivered in person to the party to receive the notice or by registered mail and shall be deemed conclusively to have been given on the day of delivery if delivered in person and on the third business day following the day of mailing if so mailed.

16. SURVIVAL All provisions of this Agreement that are expressly or by implication intended to survive termination of this Agreement will survive termination including, without limitation, Sections 7, 8, 10, 11, 12 and 13 herein.

17. ASSIGNMENT. This Agreement may not be assigned by Customer without the prior written consent of R=R.

18. AMENDMENT This Agreement shall not be amended in whole or in part, except by written amendment signed by both parties.

19. LANGUAGE The parties hereto have requested that this Agreement be drafted in English. Les parties aux présentes ont exigé que le présent contrat soit rédigé en anglais.

20. FORCE MAJEURE R=R shall not be responsible for failing to render Services due to causes beyond its control. This includes, but is not limited to, strikes, work stoppages, civil disobedience, riots, acts of God and similar occurrences, fire, shortage of materials or supplies, and government actions.

21. GOVERNING LAW This Agreement shall be governed by the laws of the Province of Ontario and the federal laws applicable therein and the parties hereby attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario to resolve any dispute arising from the Agreement.

22. INVALIDITY If in any instance any provision hereof shall be determined to be invalid under any applicable law, such provision shall not apply in such instance but the remaining provisions hereof shall be given effect in accordance with their terms.

23. SUCCESSORS AND PERMITTED ASSIGNS This Agreement shall be binding upon and endure to the benefit of the parties hereto and their respective successors and permitted assigns.

24. CONFLICT In the event of a conflict between the terms of this Agreement and the terms of any schedule hereto, the terms of this Agreement shall prevail unless otherwise expressly agreed to by the parties.

25. CONFIDENTIALITY Customer agrees to take all necessary steps to ensure that no unauthorized person is permitted to view any R=R web sites that the customer has access to. The customer agrees that they will not, divulge, discuss or disclose, any procedures, input fields, appearances, or software that is used pertaining to any R=R web site they have access to, with any unauthorized person. Unauthorized persons are those people who are not directly employed by the Customer. The customer agrees to maintain in strict confidence, all R=R web site user ID's and Passwords issued to them. Customer agrees to provide R=R with prompt notification when a user is no longer Authorized to access the site. Customer agrees that will not divulge, discuss or disclose the terms of this contract with any Unauthorized person.

CUSTOMER:

Telephone:

Per: _____

Title: _____

Date: _____