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## **TERMS OF USE**

*Last updated September 15, 2009*

Welcome to the Web sites and/or mobile sites (the “Sites”) for Cromaboo Inc. and its subsidiaries and affiliates (collectively, “Cromaboo Inc.” or “we”). Please review the following terms and conditions, which, along with all applicable laws, govern your use of the Sites (the “Terms of Use”).

Your use of the Sites constitutes your agreement to follow and be bound by the Terms of Use, and your agreement and acknowledgement that any other agreements between you and Cromaboo Inc. relating to the subject matter herein are superseded. We reserve the right to modify these Terms of Use at any time in our sole discretion without prior individual notice. Any modifications to these Terms of Use will be posted on the Sites, and you will be deemed to have agreed to these modifications through your further use of the Sites. For this reason, we encourage you to review these Terms of Use whenever you use any of the Sites. You can tell when these Terms of Use were last modified by checking the “last updated” date that appears at the top of these Terms of Use. If you do not agree to these Terms of Use, please do not use the Sites.

These Sites are intended solely for users who are 13 years of age or older. Any registration by, use of or access to these Sites by anyone under 13, is unauthorized, unlicensed and in violation of these Terms of Use. By using these Sites, you represent and warrant that you are 13 or older, and that you agree to and abide by all of the terms and conditions of these Terms of Use.

We control the Sites from our offices in Toronto. You agree that: (a) all matters relating to your use of the Sites, including without restriction all purchases through the Sites, will be governed by the laws of Ontario and the federal laws of Canada applicable to Ontario; (b) with respect to any and all disputes arising out of your use of the Sites, the courts of Ontario in the City of Toronto have jurisdiction, and that you will attorn to their jurisdiction; and (c) you are responsible for complying with all local laws.

### ***Sites’ Contents***

Unless otherwise noted, the Sites, and all materials on the Sites, including data, text, images, illustrations, designs, icons, photographs, video clips and other materials, and all registered and unregistered rights in such materials provided under intellectual property law or similar laws under any jurisdiction in the world (collectively, the “Contents”), are owned, controlled or licensed by Cromaboo Inc. We neither warrant nor represent that your use of materials displayed on the Sites will not infringe the rights of third parties not owned by or affiliated with Cromaboo Inc.

The Sites and the Contents are intended solely for your personal, non-commercial use. You are permitted to view, download and print hard copies of pages from the Sites for your own personal, non-commercial, lawful use, provided that such copies clearly display the copyright and any other proprietary notices of Cromaboo Inc. No right, title or interest in any downloaded Contents is transferred to you as a result of any such viewing, downloading or printing.

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Images of people or places displayed on the Sites are either the property of, or used with permission by, Cromaboo Inc. The use of these images by you or anyone else is prohibited unless specifically permitted by the Terms of Use or specific permission is provided elsewhere on the Sites or by the owner of such images. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. Cromaboo Inc. assumes no liability or responsibility for any damages arising out of your wrongful and/or illegal use of such images.

The trademarks, logos, and service marks (collectively the "Trademarks") displayed on the Sites are registered and unregistered Trademarks of Cromaboo Inc. and others. Nothing contained on the Sites should be construed as granting, by implication, estoppel, or otherwise, any license or right of any kind to use any Trademark displayed on the Sites without the express written permission of Cromaboo Inc. or such third party that may own the Trademarks displayed on the Sites. Your misuse of the Trademarks displayed on the Sites, or any other content on the Sites, except as provided in these Terms of Use, is strictly prohibited. You are also advised that Cromaboo Inc. will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

When you link to the Sites, you may not under any circumstance use technology to display the content of the Sites in a frame or in any other manner that is different from how it would appear if a user typed the URL into the browser line. The link must result in a new, fully functional, full screen browser window occupied solely by the pages created by the Sites.

You acknowledge the unauthorized use of the Sites or the Contents could cause irreparable harm to Cromaboo Inc. and that in the event of an unauthorized use, Cromaboo Inc. shall be entitled to an injunction in addition to any other remedies available at law or in equity.

### ***Right to Modify, Suspend or Discontinue the Sites***

We reserve the right, at any time in our sole discretion, to: modify, suspend, discontinue or restrict use of any portion of the Sites or any service, content, feature or product offered through the Sites, with or without notice; charge fees in connection with the use of the Sites; modify and/or waive any fees charged in connection with the Sites; and/or offer opportunities to some or all users of the Sites. You agree that we shall not be liable to you or to any third party for any modification, suspension, discontinuance or restriction of the Sites, or of any service, content, feature or product offered through the Sites.

### ***User Submissions***

Cromaboo Inc. does not claim ownership of the materials, creative ideas, suggestions, proposals, plans, or other materials or comments you provide or post, upload, input or submit to Cromaboo Inc. ("Submission") through the Sites. However, by posting, uploading, inputting, providing or submitting ("Posting") your Submission you are granting Cromaboo Inc. and its respective sublicensees a royalty-free, non-exclusive, irrevocable, sublicensable right and license to use your Submission in connection with the Sites or business of Cromaboo Inc., including without limitation the license rights to use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, reformat, modify, adapt, create adaptations or derivative works from and distribute your Submission, publish your name in connection with your Submission, and the right to sublicense such rights, for any purpose on or in connection with the Sites or business of Cromaboo Inc., throughout the universe in any medium and through any methods of distribution, transmission or display whether now known or hereafter devised. By posting a Submission you represent and warrant that you own or otherwise control all of the rights to your Submission

including without limitation all the rights necessary for you to provide, post, upload, input or submit the Submission. In addition, you warrant that all so-called “moral rights” in the Submissions have been waived. You also agree that Cromaboo Inc. is and shall be under no obligation (1) to maintain any Submissions in confidence; (2) to pay compensation for any Submissions; (3) to respond to any Submissions; or (4) to post or use any Submission you may provide. Cromaboo Inc. has the right but not the obligation to monitor any Submissions and may edit or remove any Submissions at any time in its sole discretion.

### ***Other Policies***

In the footer sections of the Sites, we maintain a number of policies designed to protect and offer special benefits to our users, including our Privacy Policy (the “Other Policies”). The Other Policies may vary between our individual sites and depending on your location. The terms and conditions of the Other Policies are incorporated by reference into these Terms of Use.

### ***Errors, Inaccuracies, and Omissions***

Occasionally the Sites may present information containing typographical errors, inaccuracies, or omissions that may relate to pricing, promotions, offers, or availability. Although we make reasonable efforts to ensure that the Sites are current and contain no errors or inaccuracies, we make no representations, warranties or guarantees that the information, Contents or materials included in the Sites will be error-free or completely accurate or current at all times, or at any time. We reserve the right at any time in our sole discretion and without notice to correct any errors, inaccuracies or omissions to the information on our Sites.

### ***Promotions***

In addition to the terms and conditions of these Terms of Use, any contests, sweepstakes, surveys, games or similar promotions (collectively, “Promotions”) made available through the Sites may be governed by specific rules that are separate from these Terms of Use. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. To the extent that the terms and conditions of such rules conflict with these Terms of Use, the terms and conditions of such rules shall control.

### ***Security***

You are prohibited from violating or attempting to violate the security of the Sites, including, without limitation: (a) accessing data not intended for you, including logging into a server or account which you are not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of “denial of service” attacks, overloading, “flooding”, “mailbombing” or “crashing”, (d) forging any TCP/IP packet header or any part of the header information in any posting, (e) disrupting network nodes or network services or otherwise restricting, inhibiting, disrupting or impeding Cromaboo Inc.’s ability to monitor or make the Sites available, or (f) taking any action in order to obtain services to which the you are not entitled. Violations of system or network security may result in civil or criminal liability. Cromaboo Inc. will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting you if you are involved in such violations. At all times, Cromaboo Inc. shall have the discretion to take such action as Cromaboo Inc. deems necessary, in its sole discretion, to preclude a security violation, and Cromaboo Inc. shall not be liable for any damages of any nature suffered by you or a third party resulting from Cromaboo Inc.’s exercise of its rights.

### ***Disclaimer***

YOUR USE OF AND BROWSING IN THE SITES ARE DONE ENTIRELY AT YOUR OWN RISK. NEITHER CROMABOO INC. NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING

THE SITES IS LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO, OR USE OF, THE SITES. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITES IS PROVIDED TO YOU “AS IS”, AND WITHOUT ANY WARRANTIES OR IMPLIED TERMS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW. THE INFORMATION ON THE SITES IS FOR YOUR GENERAL INFORMATION PURPOSES ONLY AND DOES NOT CONSTITUTE ADVICE. CROMABOO INC. EXPRESSLY DISCLAIMS ANY DUTY TO UPDATE OR REVISE THE CONTENT OF THE SITES, ALTHOUGH WE MAY DO SO AT ANY TIME, WITH OR WITHOUT NOTICE.

### ***Exclusion of Liability***

Your use of the Sites is at your sole risk, and you assume full responsibility for any costs associated with your use of the Sites. Cromaboo Inc. shall not be liable for any damages of any kind related to your use of the Sites. You agree that your sole remedy in the event of any problem with your use is to cease using the Sites. In no event shall Cromaboo Inc. or any of its directors, employees, agents and representatives and their respective successors and assigns be liable for any loss or damages whatsoever arising out of or related to access to or use of the Sites or any other website linked to the Sites or the Contents, regardless of whether such loss or damages are based on warranty, contract, tort (including negligence), strict liability, products liability or other theories of liability, including without limitation liability for direct, indirect, special, punitive, incidental or consequential damages.

Cromaboo Inc. maintains the Sites for your personal entertainment, information, education, and communication. Due to local, national or international restrictions, including technological or legal restrictions, not all of the Sites, including our mobile sites, may be accessible from your current location, and Cromaboo Inc. assumes no responsibility, and shall not be liable, for any inability or restricted ability to access or use the Sites.

Cromaboo Inc. is not responsible for late, lost, incomplete, illegible, misdirected or stolen messages or mail, unavailable network or mobile connections, failed, incomplete, garbled or delayed computer transmissions, online or mobile failures, hardware, software or other technical malfunctions or disturbances or any other communications failures or circumstances affecting, disrupting or corrupting communications. Cromaboo Inc. is not responsible for Internet, mobile or any other communications network fees or charges associated with your use of the Sites.

Cromaboo Inc. assumes no responsibility, and shall not be liable, for any damages to, or any viruses affecting your computer equipment or other property on account of your access to or use of the Sites or your downloading of any materials, data, text, images, video or audio from the Sites.

Cromaboo Inc. has not reviewed all of the sites linked to the Sites and is not responsible in any way for the content of any off-site pages or any other sites linked, directly or indirectly, to the Sites. Your linking to any other off-site pages or other sites is entirely at your own risk.

### ***Indemnification***

You agree to defend, indemnify and hold Cromaboo Inc. harmless from and against any and all allegations, claims, damages, costs and expenses, including attorneys’ fees and disbursements, arising from or related to your use of the Sites and/or your breach of any representation, warranty, or other provision of these Terms of Use.

### ***General***

The waiver of any provision of these Terms of Use shall not be considered a waiver of any other provision or of Cromaboo Inc.’s right to require strict observance of each of the terms herein. If any provision of these Terms of Use is found to be unenforceable or invalid for any reason, that provision shall be severable, and all other provisions

shall remain in full force and effect. These Terms of Use constitute the entire agreement between us relating to your use of the Sites.

***Termination***

These terms are effective unless and until terminated by either you or Cromaboo Inc. You may terminate these Terms of Use at any time. Cromaboo Inc. also may terminate these Terms of Use at any time without notice, and accordingly may deny you access to the Sites, for any reason or no reason. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms of Use for all purposes.

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## ***PRIVACY POLICY***

*Last updated September 15, 2009*

### ***Our Commitment to Privacy***

Cromaboo Inc. and its subsidiaries and affiliates (collectively, “Cromaboo Inc.” or “we”) value your time, respect your privacy, and seek to earn your trust. We have created this Privacy Policy in order to demonstrate our firm commitment to privacy. The following discloses our information gathering and dissemination practices for [www.tillwemeetagain.ca](http://www.tillwemeetagain.ca), and our other sites, (collectively, the “Sites”).

We collect information about you through our Sites in an effort to improve your experience and to tell you about our products, services, contests and promotions. Your trust is essential to us, and **we are not in the business of selling or renting information about our customers to others**. As described in this policy, we may share your information, under certain circumstances, with third parties that provide services on our behalf or with whom we have partnered to offer a particular product or service.

In line with these values, our privacy policy may change from time to time. If it does, we will post an updated policy on the Sites and change the “last updated” line above. For this reason, we ask that you check periodically to review our policy for such changes.

If you have any unanswered questions about our privacy policy, click [info@tillwemeetagain.ca](mailto:info@tillwemeetagain.ca) to reach our Privacy Officer.

### ***What kind of personal information does Cromaboo Inc. collect?***

We may collect personal information from you, such as your name, e-mail address, postal address, phone number, credit card number, gender, birthday, and personal interests, when you visit our Sites, place an order online or by phone, save your information with us online, contact us with a question or concern, participate in a contest, promotion, or survey, or communicate with us in any other way.

We may collect your Internet Protocol (IP) address to help identify you, gather broad demographic information about users of the Sites, diagnose problems with our systems, and administer the Sites.

### ***How does Cromaboo Inc. collect this information?***

We receive and store any information from your visits to our Sites or that you give us in any other way.

As is true of most web sites, we gather and store certain information automatically, including IP addresses, browser types, Internet Service Provider (ISP), referring/exit pages, operating system, date/time stamp, and clickstream data. This information does not identify individual users, and is used to analyze trends, to administer the site, to track users’ movements around the site and to gather demographic information about our user base as a whole.

To do this, we use ‘cookies’ or alphanumeric identifiers that we transfer to your computer’s hard drive through your web browser to enable our systems to recognize your browser and to provide features that improve the performance of our Sites for you. We use a third-party service provider to serve ads on our behalf across the Internet and sometimes on the Sites. This provider may collect anonymous information about your visits to the Sites and may also use information about your visits to this and other Web sites to refine our services. If you are concerned about cookies, the “help”, “options” or “preferences” functions on most browsers will allow you to limit or disable cookies altogether. However, cookies allow you to take full advantage of our interactive features, and we recommend that you leave them turned on.

We may also collect anonymous information about your interactions with us through the use of pixel tags (also called “web beacons” or “clear gifs”), which are tiny graphic images on the Sites and in our e-mails. Pixel tags are now standard in the industry and help to us analyze our customers’ online behaviour and measure the effectiveness of our Sites and our advertising. A third-party service provider also helps us in our use of these tools.

To ensure we are sending our e-mails to the right address, we may receive a confirmation when you open e-mail from us if your computer supports such capabilities.

Last, to provide customer service, we might receive information about you from other sources and add it to our account information. We also sometimes receive address information from these sources to correct our records and contact you more easily.

Any personal information that we collect will be stored in secure servers hosted in Canada. We will correct such information whenever possible and delete stale information on an ongoing basis and are very happy to hear from you to ensure that our information is as complete and accurate as possible.

### ***How does Cromaboo Inc. use your personal information?***

By submitting personal information and registering on our Sites, you acknowledge and agree that your personal information may be used by Cromaboo Inc. for internal marketing analyses and to provide you with information from time to time about Cromaboo Inc. and Cromaboo Inc. promotions. The customer's contact information may also be used to contact the visitor when necessary and will not be shared with other affiliated companies. Demographic and profile data (such as postal code and age) is also collected at our Sites. We use this data to tailor our visitor's experience at our Sites and display the content according to their preferences. This information is shared with advertisers on an aggregate basis only.

We run contests on our Sites in which we ask visitors for contact information (like their email address), and demographic information (like their postal code or age). We may use contact data from our contests to send users information about our company, and promotional material from some of our partners. The customer's contact information is also used to contact the visitor when necessary and will not be shared with other companies or affiliated companies. Only Cromaboo Inc. has access to your personal information. Users may opt-out of receiving future e-mail communications; see the choice/opt-out section below.

The information we learn from you helps us personalize and improve your experience on the Sites. Only Cromaboo Inc. has access to your personal information. Users may opt-out of receiving future e-mail communications. Please see the choice/opt-out section below.

In particular, by using the Sites, you acknowledge and agree that we may use your personal information in the following ways:

- To facilitate all purchases and reservations, including credit card and debit card purchases.
- To administer contests and other promotions
- To help us address problems with and improve our site design, products and services
- To analyze trends and statistics
- To correct our records and make it easier to deliver your next communication more easily
- To protect the security and integrity of the Sites and our business
- To respond to your requests and to contact you if necessary

If you have questions or concerns about how we use personal information, please contact us as indicated below.

### ***Does Cromaboo Inc. share personal information about me?***

By using the Sites, you agree that we may share your personal information in the following ways:

- We may share aggregate information with our licensees, however, this aggregated information does not contain personally identifiable information.
- We may share personal information about you to address a security, integrity, or legal threat to the Sites or our business, including for fraud protection and credit risk reduction, to protect the legal rights, privacy or safety of Cromaboo Inc. or our employees, agents and contractors, to enforce our terms of use, to respond to inquiries or requests from government or public authorities in any country in which we operate, including the U.S. and Canada, or to comply with the law or legal process.

***How does Cromaboo Inc. keep your information secure?***

Cromaboo Inc. is always striving to ensure you a safe and convenient online experience. This goes beyond our technologies to include physical, contractual, and managerial safeguards to protect your personal information. The Sites have reasonable security measures in place to protect against the loss, misuse and interception by third parties of personal information. However, security lies in your hands as well. It is important for you to protect against unauthorized access to your password and to your computer. Be sure to sign off when finished using a shared computer. We assume no liability for interception, alteration or misuse of information transmitted over the Internet.

***What is "phishing"?***

"Phishing" is a scam where fraudsters pretend that they represent well-known companies to steal your personal information. If you receive an e-mail claiming to be from Cromaboo Inc. that asks you for your personal information, do not respond. We will never request your password, user name, credit card information or other personal information through e-mail.

***How can I access or change your use of my personal information?***

We want to communicate with you only if you want to hear from us. If you prefer not to receive promotional information from us, please visit the Registration area of the Sites, which provides users the opportunity to opt-out of receiving email or other forms of communications from us. If you do not wish to receive future offers, notices or other mailings from Cromaboo Inc., please follow the "opt-out"/"unsubscribe" instructions located here, or the "opt-out" instructions that are generally located at the bottom of any emails from Cromaboo Inc. to you. You can also update your information, "opt-out" or "unsubscribe" at any time by writing to [info@tillwemeetagain.ca](mailto:info@tillwemeetagain.ca). Be sure to provide your name, email and postal address and specific information about the Cromaboo Inc. information or subscription(s) that you no longer wish to receive. Please allow a few days for Cromaboo Inc. to process your request. If you "opt-out" of receiving further promotional materials or notices, the only communications you will receive from Cromaboo Inc. will be about transactions that you initiate. By opting-out, residual information may nonetheless remain in our database and other records, which may not be permanently deleted.

***How does Cromaboo Inc. protect kids' privacy?***

Cromaboo Inc. is concerned about the privacy and safety of children when they use the Internet.

We will never knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register. No part of the Sites is targeted to attract anyone under 13 years of age. If you are under 13, please do not attempt to register on the Sites or send any information about yourself to us, including your name, address, telephone number, or email address. No one under age 13 may provide any personal information to or on the Sites. In the event that we learn that we have collected personal information from a child under age 13 without verification of parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us at [info@tillwemeetagain.ca](mailto:info@tillwemeetagain.ca).

We recommend that minors over the age of 13 ask their parents for permission before sending any information about themselves to anyone over the Internet.

***What about links to other web sites?***

The Sites may contain links to third-party web sites. All such sites are independent from the Sites and from Cromaboo Inc. Cromaboo Inc. has no control over and expressly disclaims any liability for such sites or their contents. Our links do not constitute an express or implied adoption or endorsement of anything contained in the other sites. Any transactions that take place between you and the third party are directly with the third party and Cromaboo Inc. shall not be held responsible for any loss or damage that you may incur as a consequence thereto. Please read the privacy policies and terms and conditions posted on these other sites before using the sites or disclosing any personal information to the sites. If you decide to access any of these sites, you do so entirely at your own risk.

These Sites contains links to third party sites. We are not responsible for the privacy practices or the content of such Web sites. Cromaboo Inc. co-branded sites, licensee sites and content partner sites may have privacy policies independent of Cromaboo Inc. This Privacy Policy extends only to data collected on pages hosted on the Cromaboo Inc. servers.

***How do I contact you?***

If you have any questions about this Privacy Policy, the practices of the Sites, or your dealings with the Sites, you can contact our Privacy Officer, via the e-mail address [info@tillwemeetagain.ca](mailto:info@tillwemeetagain.ca) .