

Re: CMS Web Release

To all of our customers and partners;

Effective June 1st, 2009 you will have an option of monitoring your Server's health and performance remotely with the help of CMS Web Basic Edition software (**CMSWBE**).

At i³DVR we believe in our products and services and CMSWBE is just another way of thanking our clients for purchasing an i³ DVMS system.

i³DVR dealers, system integrators and end users will be able to remotely monitor the following five basic conditions of their Server FREE of charge.

The following five conditions can be monitored with CMSWBE:

- **1.** Server status ON or OFF
- 2. Video channel status ON or OFF
- 3. Recording video channel status ON or OFF
- 4. Total percentage of video storage on hard drive(s)
- 5. Quick scan alerts

System Requirements:

- SRX-Pro Server, v.1.512CMS must be installed on the DVMS. This software version can be located on your new DVMS, drive D:\. Otherwise, please visit our FTP website at <u>ftp://files.123ip.com</u> to download SRX-Pro 1.512CMS Server and Remote.
 - Login: cms

Password: download

Note that the login and/or password may have changed since the time of this bulletin release. If these login and password do not work, please contact our technical support for information.

- 2. SRX-Pro Server v.1.512CMS model is only compatible with 24020C, 24024R, 48024R DVMS models.
- **3.** If taking advantage of CMSWBE with an older model of DVMS, make sure your DVMS meets the software/hardware requirements below prior to installing SRX-Pro Server, v. 1.512CMS.

Software/hardware requirements:

- a. .NET Framework v.3.0 (Remote and Server)
- **b.** Static or dynamic IP address (must not be an internal IP address)
- c. New capture card (AD3XXX-series) and a capture card driver, version 3.2
- d. DVD-R/RW or CD-R/RW Nero Version 6.x.x.x only and NOT Version 7.xxx or higher
- e. Windows XP Professional Service Pack 2
- f. Visual C++ Runtime Libraries\vcredist_x86(VC++ SP1).exe (Remote and Server)
- 4. Under the Setup tab in the Communication tab the following must be entered:
 - a. IP address: cms.123ip.com
 - **b.** Port: 1000
- 5. Go to http://cms.i3dvr.com/ with Internet Explorer ONLY, to register your DVR system(s) for CMS Web service:
 - a. Register for an account
 - **b.** Add/Edit Sites



6. For remote connection, use 1.512CMS Remote software. Do not attempt using any other SRX-Pro Remote software version.

Getting Started

Getting started with CMS Web is simple and takes three simple steps.

STEP ONE: Before the CMSWBE can be activated complete the following steps:

- 1. In the SRX-Pro Server 1.512CMS software, open the system **Setup** and open **Communication** tab. Enter the information as shown below (*Picture 1*):
 - a. In the Field 1, enter "cms.123ip.com".
 By entering the i³ CMS Server address, you allow your DVR to connect and sent information to the i³ CMS Server.
 - b. In the Field 2, enter this DVR's static public IP address. Do not use dynamic or internal IP address. You may confirm the DVR's IP address in the Server Info setup tab. By entering the DVR's public IP address, you allow i³ CMS Server to connect to your DVR.
 - c. Checkmark "Connect to CMS Server" checkbox. By ticking off this checkbox, you allow the connection to be established between your DVR and i³ CMS Server.

File View Tools Help	SRX-Pro Server - Setup Mode		
	Hardware Motion User Management Schedule Server Info Video System Storage E-Map Log Records Intelli-Guard		
	Communication Text Overlay Intelli-Zone VideoLogix VisionCount IP Camera Recording/Display Virtual Ruler E-Mail		
SRX-PRO	Communication Settings		
อารณาทรษ	Network Type UAN/PSTN/ISDN/LEASED CIP Text Overlay Port 6111		
	Bandwidth No Limit Other Ports		
	CMS Settings		
	CMS Server Address cms.123ip.com CMS Server Port 1000		
	DVR Public Address 2		
	Connect to CMS Server 3 Status: DISCONNECTED		
	1. Enter the i3 CMS Server address: cms.123ip.com		
	2. Enter the DVR's Static/Dynamic Public IP Address (not internal IP).		
	This will allow the CMS Server to connect to the DVR.		
	3. Make sure to check mark "Connect to CMS Server" to establish connection		
	with CMS Server.		
	"Note: To use PACDM software, the text overlay port must be set to 6111		
Storage:	13.53 2 01/12/2008 04:30:08 PM		

Picture 1 – SRX-Pro Server Communication Setup



STEP TWO:

Visit our CMS Web website to register for a CMS Web account.

- 1. Go to http://cms.i3dvr.com/
- 2. Click the Register (Picture 2)
- 3. Read CMS Web Basic Edition Terms And Conditions and click the Accept button when done
- 4. Complete the CMSWeb User Registration form (*Picture 3*)
- 5. Click the **Register** button



Picture 2 – CMS Web Login Website

	CMSWeb - User Registration			
Contact Information				
First Name	*			
Last Name	*			
Dealer Name	*			
Email	*			
Company Name				
Address				
City				
Country	Select Country			
Province	Select State/Province 🗸			
Postal/Zip Code				
Account Information				
CMS Version:	Basic Edition About			
CMS Server:	cms.123ip.com			
Login:	*			
Password:	*			
Register Cancel				

Picture 3 – CMS Web Registration Form

Please note that by signing up for the CMSWBE user(s) fully understand and agree with the TERMS AND CONDITIONS of the contract agreement, which can be found in the end of this bulletin.



STEP THREE:

During Step Three, you will add all your compatible and configured DVRs to your new CMS Web account.

- 1. Go to <u>http://cms.i3dvr.com/</u>
- 2. Click the Login button
- 3. Type in your Login and Password and click the Login button. CMS Web control panel will be displayed.
- 4. Locate and click the + New button in the top left corner
- 5. Complete the CMS Web Add DVR Server form (Picture 4)
 - a. Enter the Server Name (enter server customer name or the server's serial number)
 - **b.** Enter the DVR's **MAC Address**. You must know your DVR MAC address to be able to monitor it with CMS Web application.
 - **c.** Enter DVR server location (optional)
 - d. Click the Save button. Your new server will be added to the list.

CMS Web - Add DVR Server X				
DVR Server Information				
Server Name	*			
DVR MAC Address	aje .			
DVR Server Location Address Line 1				
Address Line 2				
City				
Country	Select Country			
Province	Select State/Province 🐱			
Postal/Zip Code				
* = Required fields Save Cancel				

Picture 4 – CMS Web – Add DVR Server Form

This completes the CMS Web initial setup process. You may now monitor your added site(s) online.

Thank you very much for your attention and cooperation. Please contact our technical support line 1.877.877.7241 for further details.

Best regards,

Hoard

Bob Hoang Technical Support and Services 1.416.261.2266 x107 bob@i3dvr.com



TERMS AND CONDITIONS CMS (Central Management Software) Web Basic Edition

IMPORTANT - PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY WHEN ORDERING OR ACCESSING THE LISTED SERVICES AND/OR SOFTWARE FROM i3 International Inc. ("i3"). These terms and conditions ("Terms" or "agreement") govern the use and licensing by i3 of i3's standard CMS (Central Management Software) Web Basic Edition (CMSWBE) monitoring service(s) (the "Service") and related software (the "Software" and together with the Service, the "Products") covered by use, access or an order by you (hereafter, "You" or "Your") referencing this form and accepted by i3. BY SIGNING, USING ANY OF THE PRODUCTS OR OTHERWISE INDICATING YOUR ACCEPTANCE OF THESE TERMS, YOU REPRESENT AND WARRANT THAT YOU: (I) ARE AUTHORIZED TO SIGN FOR AND BIND YOURSELF AND ANY OTHER PARTY ON WHOSE BEHALF YOU USE THE SERVICE AND/OR SOFTWARE (THE "CONTRACTING PARTY") AND (II) AGREE FOR YOURSELF AND THE CONTRACTING PARTY TO BE BOUND BY ALL OF THESE TERMS, INCLUDING FOR EXAMPLE, THE DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY SECTIONS SET FORTH BELOW, TO THE EXCLUSION OF ANY OTHER RIGHTS AND OBLIGATIONS, SUCH AS THOSE LISTED ON A PURCHASE ORDER. i3 reserves the right, exercised in its sole discretion, to change, modify, add, or delete portions of these Terms at any time in accordance with the procedures set forth below in the section labeled "Modifications".

1. Registration:

To use the Products, You and the Contracting Party may be required to submit and complete a registration form ("Registration Form"). As part of this registration process, You and the Contracting Party agree to: (i) provide certain limited information about Yourself and the Contracting Party as prompted to do so by during the registration process or thereafter by the Service (such information to be current, complete and accurate) and (ii) maintain and update this information as required to keep it current, complete and accurate. The information requested at the time of the original signup shall be referred to as registration data ("Registration Data"). You may not register for any Service, if You are under 18 years of age. By registering, You and the Contracting Party represent to i3 that You are 18 years of age or older. If i3 discovers that any of Your Registration Data is inaccurate, incomplete or not current, or if i3 determines, in its sole discretion, that You or the Contracting Party are not an appropriate subscriber or user of the Service, i3 may terminate all rights to access, receive, use and license the Service and Software immediately upon notice.

2. Conduct:

You and the Contracting Party are solely responsible for the content of Your and its transmissions when using the Products. i3 does, however, reserve the right to take any action with respect to the same that i3 in its sole discretion deems necessary or appropriate. The use of the Products by You and the Contracting Party is subject to the end user license agreement set forth below and all applicable local, state, province, national and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination or false advertising). You and the Contracting Party agree: (i) to comply with all applicable Canada and United States laws, rules and other applicable regulations; (ii) not to post, distribute, or otherwise make available or transmit any software or other computer files that contain a virus or other harmful component; (iii) not to use the Products for illegal purposes; (iv) not to delete from the Software, documentation or any web site used in connection with the Service any legal notices, disclaimers, or proprietary notices such as copyright or trademark symbols, or modify any logos that You do not own or have express permission to modify; (v) not to interfere or disrupt networks connected to the Service; (vi) not to use the Service to infringe any third party's copyright, patent, trade secret or other proprietary rights or rights of publicity or privacy; and (vii) not to transmit any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. You and the Contracting Party will not attempt to gain unauthorized access to other computer systems or interfere with another user's use and enjoyment of the Service.

3. Passwords and Security:

3.1 As part of the registration process for each Service, after signing the contract agreement, You and the Contracting Party will be provided a username and password by the i3 Customer Care team. You and the Contracting Party should change the username and password as you wish. You and the Contracting Party agree to carefully safeguard all of Your passwords. You and the Contracting Party are solely responsible if You or the Contracting Party do not maintain the confidentiality of Your passwords and account information. Furthermore, You and the Contracting Party are solely responsible for any and all activity that occurs under Your account. You and the Contracting Party agree immediately to notify i3 of any unauthorized use of Your account or any other breach of security known to You or the Contracting Party, including if You or the Contracting Party believe that Your password or account information has been stolen or otherwise compromised. Access to, and use of, password-protected and/or secure aspects of the Service are restricted to authorized users only. Unauthorized individuals attempting to use the Service may be subject to prosecution.

3.2 i3 is not liable for any loss incurred by You or the Contracting Party, resulting from another's use of Your password, account, or public/private key, as may be applicable, either with or without Your knowledge. However, You and the Contracting Party may be held liable for losses incurred by i3 or another party due to another's use of Your password, account, or public or private key. You and the Contracting Party shall not access or use someone else's account at any time, without the permission of the account holder.

3.3 i3 does not send emails asking for a user's username and password or its windows username and password. To keep the Service secure, You and the Contracting Party should keep all usernames and passwords confidential.

4. Term and Fees:

4.1 Annual Subscription. In the event that Your subscription to the Service is for a year, Your subscription will automatically renew at the beginning of each subsequent anniversary year unless You or i3 give prior written (including email) notice of non-renewal at least 30 days prior to the expiration of current year subscription. Upon any annual renewal, the payment arrangements in place for the prior subscription year shall remain in place, unless You and i3 agree otherwise.



4.2 No Cancellation. Notwithstanding any provision of these Terms or any course of dealing between the parties, You and the Contracting Party may not cancel, terminate or rescind a subscription. All payments by You and the Contracting Party, or either of you, to i3 are final.

5. End User License Agreement:

This end user license agreement grants a right and license allowing You and the Contracting Party to use the Software and other software associated with the Service (together, the "Licensed Programs") under certain restrictions, terms and conditions (the "License Agreement"). You and the Contracting Party are consenting to be bound by this License Agreement.

5.1 The Licensed Programs are made available for download solely for use by You and the Contracting Party according to this License Agreement. Any reproduction or redistribution of the Licensed Programs that is not in accordance with this Agreement is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. i3 is not transferring title to the Licensed Programs to You or the Contracting Party.

5.2 You and the Contracting Party acknowledge that the Licensed Programs are proprietary to i3 or its suppliers and are protected by copyrights, trademarks, service marks, patents and/or other proprietary rights and laws. Therefore, You and the Contracting Party agree that You and the Contracting Party are only permitted to use the Licensed Programs as expressly authorized by i3 and this License Agreement. You and the Contracting Party may not remove any proprietary notices or labels from the Licensed Programs. You may copy the Licensed Programs for archival purposes only, provided any copy must contain all original proprietary notices. However, You and the Contracting Party may not alter, modify, redistribute, sell, auction, decompile, reverse engineer, disassemble or otherwise reduce the Licensed Programs to a human-readable form. You and the Contracting Party may not reproduce (except for archival purposes), distribute or create derivative works based on the Licensed Programs without expressly being authorized in writing to do so by i3. Further, You and the Contracting Party may not rent, lease, grant a security interest in or otherwise transfer rights to the Licensed Programs. All rights not expressly granted in this License Agreement are reserved to i3 and its suppliers.

5.3 ALL CONTENT ON WEB SITES AND COMPUTER PROGRAMS ASSOCIATED WITH THE SERVICE IS PROTECTED BY COPYRIGHT AND/OR TRADEMARK LAWS. EXCEPT AS SPECIFICALLY PERMITTED HEREIN, NO PORTION OF THE INFORMATION OR CONTENT ON SUCH SITES MAY BE REPRODUCED IN ANY FORM, OR BY ANY MEANS, WITHOUT PRIOR WRITTEN PERMISSION FROM i3. YOU, THE CONTRACTING PARTY AND ANY OTHER VISITOR OR USER ARE NOT PERMITTED TO MODIFY, DISTRIBUTE, PUBLISH, TRANSMIT OR CREATE DERIVATIVE WORKS OF ANY MATERIAL FOUND ON SUCH SITES FOR ANY PUBLIC OR COMMERCIAL PURPOSE.

6. Title:

Title, ownership rights and intellectual property rights in the Products shall remain with i3 or its suppliers. The Products are protected by copyright and other intellectual property laws and by international treaties. Title and related rights in the content accessed through the Service is the property of the applicable content owner and is protected by applicable law. The License granted under these Terms gives You and the Contracting Party no rights to such content. i3 associated logos, and other names, logos, icons and marks identifying i3's products and services are trademarks or service marks of i3 (collectively the "Trademarks") and may not be used without the prior written permission of i3. All other product names mentioned are used for identification purposes only and may be trademarks of their respective holders. Nothing should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark without the written permission of i3 or such third party that may own the Trademarks. Use by You and the Contracting Party of the Trademarks except as provided in these Terms is strictly prohibited.

7. Disclaimer of Warranties:

7.1 Although i3 has attempted to provide accurate information with regard to the Products, i3 assumes no responsibility for the accuracy or inaccuracy of the information. i3 may change the Products at any time without notice. Mention of non-i3 products or services is for information purposes only and constitutes neither an endorsement nor a recommendation.

7.2 Use of the Products is at Your and the Contracting Party's risk. The Products are not fault-tolerant and are not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines or weapon systems in which the failure of the Service or software could lead directly to death, personal injury or severe physical or environmental damage ("High Risk Activities"). Accordingly, i3 and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

7.3 ALL INFORMATION, SERVICE, DOCUMENTATION AND PRODUCTS PROVIDED BY IS PURSUANT TO THESE TERMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Limitations of Damages and Liability:

8.1 I3 AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT PRODUCT OR SERVICE, LOSS OR DAMAGE TO INFORMATION OR DATA ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCTS. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL I3 BE LIABLE FOR DAMAGES RESULTING FROM USE OF THE PRODUCTS, OR RELIANCE ON THE INFORMATION PRESENTED IN CONNECTION WITH THE PRODUCTS, EVEN IF I3 OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



8.2 IN NO EVENT SHALL I3'S TOTAL LIABILITY FROM ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER, IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE SUM OF \$10.00 (CDN). APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE ABOVE LIMITATIONS OF LIABILITY, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

8.3 ALL DISCLAIMERS, LIMITATIONS OF WARRANTIES AND DAMAGES, AND CONFIDENTIAL COMMITMENTS SET FORTH IN THESE TERMS OR OTHERWISE EXISTING AT LAW (1) ARE OF THE ESSENCE OF THE AGREEMENT OF THE PARTIES, AND (2) SURVIVE ANY TERMINATION, EXPIRATION OR RESCISSION OF THESE TERMS.

9. Confidentiality:

9.1 Confidential Information. You and the Contracting Party shall maintain the confidentiality of information that has been, and will continue to be, provided to You by i3 in connection with the use of the Service. You and the Contracting Party specifically agree that the confidential information shall remain the sole property of i3, and that You and the Contracting Party shall (a) have no right, title, or interest in or to the confidential information, (b) you will maintain in confidence all such information, including but not limited to the Products, (c) you will not disclose any such information to anyone except Your employees, agents, and consultants on a need-to-know basis (and who have been informed of and acknowledge their obligation to be bound by the terms of these confidentiality terms), and (d) you will not use i3's confidential information for any purpose other than that for which it is disclosed. Information considered confidential by i3 includes, without limitation, information of i3 relating to (a) matters of a technical nature such as trade secret processes or devices, know-how, data, formulas, inventions (whether or not patentable or copyrighted), specifications and characteristics of products or services planned or being developed, and research subjects, methods and results, (b) matters of a business nature such as information about costs, profits, pricing, policies, markets, sales, suppliers, customers, product plans, and business concepts, plans or strategies, (c) matters of a human resources nature such as employment policies and practices, personnel, compensation and employee benefits, (d) other information of a similar nature not generally disclosed by i3 to the public, (e) information concerning Your use of the Service, and (f) the Products. Upon the written request of i3, You and the Contracting Party shall return, or certify that it has destroyed, all information disclosed under these confidentiality terms and any memorandum, diagrams, or any other documents containing any information disclosed under these confidentiality terms. The confidentiality obligations under these Terms shall survive any termination, expiration, or rescission of these Terms, as well as continue beyond any time in which You were using the Service.

9.2 Exclusions. The obligations imposed by these confidentiality terms shall not apply to any information that is (a) proven by You to have been rightfully received from a third party without accompanying use or disclosure restrictions; or (b) proven by You to have been independently developed by employees of Your organization who have not had access to such confidential information; or (c) or becomes publicly available through no wrongful act of You; or (d) already known to You as evidenced by documentation bearing a date prior to the date of disclosure; or (e) approved for release in writing by an authorized representative of i3; or (f) required to be disclosed pursuant to court order, duly authorized subpoena or governmental authority (but You shall immediately give i3 written notice and an opportunity to contest such required disclosure).

9.3 Remedies. The parties agree that the remedy at law for any breach of any of the covenants and agreements set forth in these confidentiality terms may be inadequate and that, in the event of any such breach or threatened breach, i3 shall, in addition to all other remedies which may be available to it at law, be entitled to equitable relief in the form of preliminary and permanent injunctions without the necessity of proving damages. You and the Contracting Party further agree that these confidentiality terms shall in no way restrict or limit any other remedies i3 may have against You and the Contracting Party. i3 shall be entitled to recover the costs including reasonable attorney's fees, to enforce its rights under these confidentiality terms. In the event any one or more of the provisions of these confidentiality terms shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

10. Modifications:

i3 may amend these Terms at any time by (i) posting a revised Terms document on or accessible through www.i3dvr.com and/or (ii) sending information regarding the Terms amendment to the email address You may be required to provide to i3. You and the Contracting Party manifest intent to accept these amended terms if You and/or the Contracting Party continue to use any of the Products after such amended terms have been posted or sent to You or the Contracting Party. If You or the Contracting Party do not agree with any such modifications, You shall notify i3 during that 30 day period and at the end of the 30 day period these Terms shall be deemed terminated unless i3 agrees to waive such modifications to which You object. Otherwise, these Terms may not be amended except in writing signed by both parties. Further, i3 reserves the right to modify or discontinue the Service with or without notice to You or the Contracting Party. i3 shall not be liable to You and the Contracting Party or any third party should i3 exercise its right to modify or discontinue the Service.

11. Termination:

i3 may in its sole discretion immediately terminate this subscription, license and right to use the Service and Software if (i) You or the Contracting Party breach these Terms; (ii) i3 is unable to verify or authenticate any information You provide to i3; (iii) such information is or becomes inaccurate; or (iv) i3 decides, in its sole discretion, to discontinue offering the Service. i3 shall not be liable to You, the Contracting Party or any third party for termination of the Service. Upon expiration or termination for any reason, You and the Contracting Party are no longer authorized to use the Products. When this agreement is terminated and/or Your subscription, license and right to use the Service and Software is canceled, You will no longer have access to data and other material You or the Contracting Party have stored in connection with the Service and that material may be deleted by i3. All disclaimers, limitations of warranties and damages, and confidential commitments set forth in these Terms or otherwise existing at law survive any termination, expiration or rescission of this agreement.

12. Indemnification:



You and the Contracting Party are responsible for maintaining the confidentiality of Your account and password(s). You and the Contracting Party are also responsible for all activities that occur under Your account. You and the Contracting Party hereby agree to indemnify, defend and hold i3 and its affiliates, officers, directors, owners, information providers, agents, licensees, licensors (the "Indemnified Parties") harmless from and against any and all liabilities, claims, costs, including reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any demand, claim, action, suit, or loss arising as a result of any breach by You of these Terms of use or claims arising from Your account. You and the Contracting Party agree to use Your best efforts to cooperate with i3 in the defense of any demand, claim, action or suit. i3 reserves the right to assume the exclusive defense of any matter subject to indemnification by You of i3's own expense.

13. General:

13.1 These Terms represents the complete agreement concerning the subject matter of this agreement and the license granted hereunder and, except as set forth herein, may be amended only by a writing executed by both parties.

13.2 This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without giving effect to any principles of conflict of law. You and the Contracting Party agree that any action at law or in equity arising out of or relating to these Terms shall be filed only in the provincial or federal courts located in Toronto, Ontario, and You and the Contracting Party hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

13.3 The Products are subject to applicable Canada and United States export controls. Without limitation of the foregoing, no Products may be downloaded or exported (i) into (or to a national or resident of) Cuba, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or (ii) anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By subscribing to the Service or using any of the Products, You and the Contracting Party represent and warrant that You and the Contracting Party are not located in, under the control of, or a national or resident of any such country or on any such list.

13.4 No party shall be liable for any performance failure, delay in performance, or lost data under this agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by (i) failures of Software or other computer programming, (ii) natural weather events, or (iii) any other causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or failure of the other party to substantially meet its obligations under these Terms, provided that in any such event, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other party prompt written notice, with full details following the occurrence of the cause relied upon.

13.5 If any of the provisions of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

13.6 Notices by i3 to You or the Contracting Party may be sent to the email address You may be required to provide on the Registration Form or otherwise by any means that i3 determines in its sole discretion as likely to come to Your attention. All other notices in connection with these Terms shall be in writing and sent by first class mail or certified mail (receipt being deemed 72 hours after postage and return receipt requested) or personally delivered at the address of the party provided to the other party.

13.7 This agreement may not be assigned by You or the Contracting Party without the express written consent of i3. This agreement shall ensure to the benefit of the parties hereto and their respective personal representatives, successors and permitted assigns.

Copyright @ i3 International Inc. All rights reserved.