

Business Launch Solutions & Idea2Delivery Terms of Service

Before you start using this website, you must read and agree to these Terms of Service (“**Terms**”) which govern your access to and use of the Website, www.idea2delivery.ca (the “**Website**”) and Services (see further *Services Description* below) and any information, text, graphics, data, profiles, audio and video clips or other materials uploaded, downloaded or appearing on the Website (collectively referred to as “**Content**”). Your access to and use of the Services is conditional on your acceptance of and compliance with these Terms as well as our Privacy Policy (below) which governs our use of your personal information.

You may use the Website and Services only in compliance with these Terms and all applicable local, provincial, national, and international laws, rules and regulations.

Services Description

The Website provides access to Content associated with the Idea2Delivery web series and related products (“**Services**”).

The form and nature of the services we provide may change from time to time without prior notice to you. In addition, we may stop providing access to or aspects of the Website and/or Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

You are responsible for your use of the Services including any content you post on the Website. The Content you submit, post, or display will be viewed by other users of the Services and may be viewed through third party services and websites. You should only provide Content that you are comfortable sharing with others under these Terms.

The Services may include advertisements, which may be targeted to the Content or information on the Services, queries made through the Services or other information. The types and extent of advertising on the Services are subject to change. In consideration for Idea2Delivery granting you access to and use of the Services, you agree that Idea2Delivery and its third party providers and partners may place such advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others.

Content on the Services

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the originator. We may not monitor or control the Content posted through the Services and we cannot take any responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk.

We do not represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will Idea2Delivery be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

License of Rights

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).

You agree that this license includes the right for us to make such Content available to other companies, organizations or individuals who partner with Idea2Delivery for the broadcast, distribution or publication of such Content on other media and services, subject to the terms and conditions for such Content use.

Such additional uses by Idea2Delivery, or other companies, organizations or individuals who partner with Idea2Delivery, may be made with no payment or other compensation to you in respect of the Content that you submit, post, transmit or otherwise make available through the Services.

You acknowledge and agree that we may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

You are responsible for your use of the Services, for any Content you provide, and for any related consequences, including the use of your Content by other users and our third party partners. You understand that your Content may be re-broadcasted by our partners and if you do not have the right to submit Content for such use, it may subject you to liability. Idea2Delivery will not be responsible or liable for any use of your Content by Idea2Delivery in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

Idea2Delivery gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software that is provided by Idea2Delivery as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Idea2Delivery, in the manner permitted by these Terms.

Business Launch Solutions & Idea2Delivery Rights

All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of Idea2Delivery and its licensors. The Services are protected by copyright, trademark, and other laws of both Canada and foreign countries. Nothing in the Terms gives you a right to use the Idea2Delivery name or any of the Idea2Delivery trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding Idea2Delivery, or the Website and Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

Restrictions on Content and Use of the Services

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Services and to terminate users or reclaim usernames. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Idea2Delivery, its users and the public.

You may not do any of the following while accessing the Website or using the Services:

- (i) Harass, intimidate, promote bigotry, threaten, discriminate against or impersonate other Idea2Delivery users;
- (ii) Contravene any applicable laws relating to acceptable online conduct, behavior and content usage
- (iii) Engage in any illegal, offensive or unauthorized conduct including:
 - a. Hacking, accessing, tampering with, or using non-public areas of the Services, Idea2Delivery's computer systems, or the technical delivery systems of Idea2Delivery's providers;
 - b. Probing, scanning, or testing the vulnerability of any system or network or breaching or circumventing any security or authentication measures;
 - c. Interfering with, or disrupting, (or attempting to interfere or disrupt), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.
 - d. Removing or modifying any copyright, trade mark or other proprietary notice on the Website.
- (iv) Reformat or frame any portion of the Website except to the extent permitted by us on your account page

- (v) Use automated devices (such as robots and spiders) to scrape or index the Website or its Content (including where the same is carried out with the aim of constructing or populating a searchable database of business reviews
- (vi) Exploit the Content including through the sale, trade, display publicly
- (vii) Record or mine information about other users of the Website and Services
- (viii) Attempt to manipulate natural search results (for example by key word spamming)

You agree to indemnify Idea2Delivery for any and all claims, damages, losses and expenses (including reasonable legal fees) relating to any acts by you, including but not limited to any Content submitted by you, in connection with using the Service, resulting in claims against us by other users or third parties.

Copyright Policy

Idea2Delivery respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice and at our sole discretion. In appropriate circumstances, Idea2Delivery will also terminate a user's account if the user is determined to be a repeat infringer.

The Services are Provided "AS-IS"

Your access to and use of the Website, Services and any Content is at your own risk.

You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, IDEA2DELIVERY AND ITS PARTNERS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Services or any content thereon. Idea2Delivery will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or

use of the Website, Services, or any Content. You also agree that Idea2Delivery has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Website and Services. We make no warranty that the Website or Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Idea2Delivery or through the Website or Services, will create any warranty not expressly made herein.

Links

The Website and Services may contain links to third party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Idea2Delivery of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IDEA2DELIVERY AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT IDEA2DELIVERY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Waiver and Severability

The failure of Idea2Delivery to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the province of Ontario without regard to or application of its conflict of law provisions or your province or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in Ontario, Canada, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

Entire Agreement

These Terms and our Privacy Policy are the entire and exclusive agreement between Idea2Delivery and you regarding the Website and Services (excluding any services for which you have a separate agreement with Idea2Delivery that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between Idea2Delivery and you regarding the Website and Services.

We may revise these Terms from time to time, the most current version will always be at www.idea2delivery.ca. If the revision, in our sole discretion, is material we will notify you via an update or e-mail to the email associated with your account. By continuing to access or use the Website and Services after those revisions become effective, you agree to be bound by the revised Terms.

If you have any questions about these Terms, please contact us at: wendy@launchitright.com.

Effective Date: May 14, 2011

Idea2Delivery is an initiative of Business Launch Solutions

Business Launch Solutions & Idea2Delivery Privacy Policy

About Us

Welcome to Idea2Delivery! Idea2Delivery (“we”/”us”) provides the website, www.idea2delivery.ca to you (the “Website”) to access content associated with the Idea2Delivery web series and related products (the “Services”). Your privacy is important to us so this privacy policy provides important information about how we collect, store, use and distribute information about our users.

Please note that your use of the Website and the Services is also governed by our Terms and Conditions which can be read above.

Consent

By using the Website and/or the Services, you consent to the use and disclosure of your Personal Information (as defined below) on the terms of this Privacy Policy. Your Personal Information will not be disclosed or used for any other purpose without your consent. You can withdraw your consent at any time but withdrawing consent may result in your inability to continue using the Website and/or the Services.

Important Exception to Consent. We may disclose your Personal Information to a third party without your consent if we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, other users of the Website and/or Services or anyone else (including the rights or property of anyone else) that could be harmed by such activities. We may disclose Personal Information when we believe in good faith that such disclosure is required by and in accordance with the law. We may also be required to disclose Personal Information when your actions violate or appear to violate our Terms and Conditions.

Personal and Non-Personal Information.

“Personal Information” means information about an identifiable individual, such as your name, age, gender, e-mail address, location, telephone number. Only Personal Information is governed by this Privacy Policy and you agree that we are not subject to any restrictions in respect of our use or disclosure of Non-Personal Information (such as anonymised data or IP addresses) which we collect as a result of your use of the Website and/or the Services.

Collection and Use of Information

We collect and use Personal Information for the main purpose of providing the Website and the Services to you. More specifically, we use your information for identification and authentication purposes, for service improvement and to address issues like malicious use of the Services. We may also use information received through the Website to manage your account and to advise you about current and future services.

Your information is stored in our databases.

If we plan to use your Personal Information in future for any purposes, we will only do so after informing you by updating this Privacy Policy .

Site Content. We may distribute your reviews and other content posted on the Website to third parties, as permitted pursuant to our Terms of Service. You understand that your reviews may identify you.

Disclosures and Transfers

We may share your Personal Information with our parent company, subsidiaries, joint ventures, or other companies under a common control (collectively, "**Affiliates**") that we may have now or in the future, in which case we will require them to honor the terms of this Privacy Policy.

We currently disclose Personal Information in connection with the following:

Third Party Services. From time to time we may employ trusted third parties to help us manage and improve the Website and Services. Some of the roles they fulfill for us may include hosting, data storage, maintenance of the Website and marketing. These third parties may have limited access to databases of Website user information solely for the purpose of carrying out their functions and they will be subject to contractual restrictions prohibiting them from using the information about our users for any other purpose.

The Website and Services are run and hosted by a third party based in Canada. We have appropriate contractual arrangements with our hosting provider but you acknowledge that based on location, your Personal Information may be available to appropriate government or its agencies under a lawful order made in that country, irrespective of the safeguards we have put in place for the protection of your Personal Information.

Transactional Transfers. We may also disclose your Personal Information in connection with a corporate re-organization, a merger or amalgamation with another entity, a sale of all or a substantial portion of our assets or stock, provided that the information disclosed continues to be used for the purposes permitted by this Privacy Policy by the entity acquiring the information. We may also disclose Personal Information in connection with the negotiation of any of the foregoing transactions (including for due diligence activities in respect of such transactions) provided that any such disclosure is done pursuant to a written confidentiality agreement with the entity with whom we may transact.

We may disclose Personal Information in some other limited circumstances, but we will specifically describe them to you when we collect the information, or when required, such as in the terms of use for new service capabilities.

Third Party Sites & Links

The Website and Services, including user pages, may include links to third party websites. We have no control over third party websites and the provision of links in no way constitutes an endorsement, authorization or representation of our connection to that third party. If you access third party sites using the links on the Website, you should read the privacy policies of those sites and be aware that they may follow different rules regarding the use or disclosure of your Personal Information.

Security

The security of your Personal Information is important to us. We use commercially reasonable efforts to store and maintain your Personal Information in a secure environment.

Our Commitment. We use industry standard measures designed to protect Personal Information that you provide to us. Where there has been a breach of security or confidentiality, we will respond appropriately including making any legally-required disclosures and putting in place measures necessary to restore the integrity of our systems. We also do not share your email address and other Personal Information you provide only to us with any third party without your consent.

Your Obligations. You are also responsible for helping to protect the security of your Personal Information. In addition, if you post Personal Information on the Website that is accessible to other users, you acknowledge that you may receive unsolicited messages from these parties.

Although we take appropriate measures to safeguard against unauthorized disclosures of information, we cannot guarantee that your Personal Information will never be disclosed in a manner that is inconsistent with this Privacy Policy.

Amendment of this Policy

We reserve the right to change this Privacy Policy at any time. If we decide to change this Privacy Policy in the future, we will post an appropriate notice on the Website. Any non-material change (such as clarifications) will become effective on the date the change is posted and any material changes will become effective thirty (30) days from their posting on the Website. Once a new Privacy Policy becomes effective, it will apply to all Personal Information submitted by you or collected about you both before and after the date such new Privacy Policy took effect. The date on which the latest update was made is indicated at the end of this document. We recommend that you review this policy from time to time to ensure you are aware of any changes. Your continued use of the Website and Services signifies your acceptance of any changes.



Compliance

We take compliance with privacy laws seriously and if you have a complaint concerning our compliance we will investigate your complaint and if it is justified, we will take appropriate measures.

Date: May 14, 2011.

Idea2Delivery is an initiative of Business Launch Solutions