

1. Acceptance of Terms

USE OF THE IMASCO MINERALS WEBSITE, DIRECTORY, CONTENT, EMAIL NEWSLETTERS OR ANY OTHER PRODUCTS OR SERVICES OFFERED BY OR THROUGH THE IMASCO MINERALS INC. WEBSITE (Collectively, the "Service") IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ("Agreement"). This is a legal agreement between you, the user, together with any company or other business entity you are representing (collectively, the "User") and Imasco Minerals Inc. ("Imasco Minerals") with a principal place of business at 19287 98A Avenue, Surrey, BC Canada V4N 4C8. BY USING THE SERVICE OR ACCESSING THE IMASCO MINERALS WEBSITE, USER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND TO LOOK SOLELY TO IMASCO MINERALS FOR THE PERFORMANCE OF THE SERVICE. If User does not agree to the terms of this Agreement, User may not access the Service and must exit the Imasco Minerals Website immediately. All questions concerning this Agreement should be directed to: Imasco Minerals, 19287 98A Avenue, Surrey, BC CANADA V4N 4C8.

By accepting the terms and conditions of this Agreement, User represents, warrants and covenants that (a) User is 18 years old or older; (b) User is capable of entering into a legally binding agreement or is duly authorized to, and does hereby represent and legally bind, any company on behalf of which User is registering with respect to this Agreement; and (c) User will use the Service only for business purposes and not for individual, personal, family or household purposes. Notwithstanding anything to the contrary, Imasco Minerals reserves the right to cancel, suspend or refuse access to the Service to anyone in its sole discretion.

2. Service: Imasco Minerals Advertisers and Linked Resources

No Endorsement of Advertisers or Linked Resources by Imasco Minerals.

User's correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the User and such advertiser. User hereby agrees that Imasco Minerals shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

Links and pointers to other related World Wide Web Internet sites, resources and sponsors of the Service ("Linked Resources") shall not constitute an endorsement by Imasco Minerals of the Linked Resources. Imasco Minerals shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with availability, use of or reliance on any Linked Resources.

3. User Responsibilities

3.1 Compliance with the Laws

User, and not Imasco Minerals, shall be responsible for compliance with all laws, regulations and ordinances connected with all aspects of User's use of the Service. User shall not use the Service for any illegal purpose in violation of any local, provincial, federal or international law.

3.2 User Account, Password and Information

User shall be responsible for maintaining the confidentiality of its User account and password and shall be responsible for any and all actions by users given access to such account or password and any and all consequences of use or misuse of such account and password. User agrees that all employees, agents, representatives, affiliates, partners and others having access to the account and/or password shall (i) agree in advance to be bound by the terms and conditions of this Agreement, and (ii) be vested by User with the authority to use the Service and legally bind User, including without limitation with respect to payments and transactions. User shall be responsible for all actions by such employees, agents, representatives, affiliates, partners and others, including but not limited to former employees and former partners and shall indemnify Imasco Minerals for such actions as set forth in Section 8. Imasco Minerals reserves the right to impose additional conditions and restrictions upon multi-user accounts, including without limitation: (i) requiring that each individual having access to an account separately register and obtain a sub-account and password, and (ii) requiring an administrator to be appointed for the account. User agrees to notify Imasco Minerals immediately of any unauthorized use of any password or account or any other breach of security regarding the Service of which User has knowledge.

If User registers for the Service, User agrees to provide current, complete and accurate information ("Registration Information") during the process of registration with, and use of, the Service and to update such information to keep it current, complete and accurate

User agrees that Imasco Minerals shall have the right to remove from the Service or take any other action with respect to the Registration Information deemed appropriate in Imasco Minerals' sole discretion, including but not limited to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; or (d) protect the rights, property or personal safety of Imasco Minerals, its users and the public. If the User is subject to The European Union Data Protection Directive, or national laws implementing the Directive, User hereby freely consents to the transfer of information outside of the European Union to Canada and other countries and use of such information by Imasco Minerals as contemplated herein, including without limitation as set forth in Imasco Minerals' Privacy Policy.

4. Provision of the Service

Imasco Minerals shall have the right to change, suspend or discontinue any aspect of the Service at any time, including hours of operation and availability of any Service feature, database or content without notice and without liability. Imasco Minerals shall have the right to impose limits on certain features and services or restrict access to parts or all of the Service without notice and without liability.

Imasco Minerals shall have the right to establish general practices and limits concerning use of the Service and Special Products and Services, including without limitation the content of information that can be posted, email messages, message board postings or other uploaded content that will be retained by the Service, the maximum number or size of content of information User may post on the Service, and the maximum number of times (and the maximum duration for which) User may access the Service in a given period of time.

Imasco Minerals does not warrant that the functions contained in the Service or any materials or content contained therein will be uninterrupted or error free, that defects will be corrected or that the Service is free of viruses or other harmful components.

Imasco Minerals shall not be responsible for any Service interruptions.

5. Modification of Agreement

Imasco Minerals shall have the right, at its sole discretion, to change, modify, add or remove any portion of this Agreement, including fees (should fees be applicable from time to time), in whole or in part, at any time by posting notification on the Service. The changes will become effective, and shall be deemed accepted by User, after initial posting by Imasco Minerals and shall apply on a going-forward basis with respect to transactions, listings and other all activities commenced thereafter. In the event that User does not agree with any such modifications, User shall immediately cease using the Services and Imasco Minerals Website, which shall be User's sole and exclusive remedy.

6. Proprietary Rights

User acknowledges and hereby agrees that the Service and any software used in connection with the Service ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. User further acknowledges and agrees that Content contained in sponsor advertisements or information presented to User through the Service, advertisers, Web Site Facilities or discussion boards is protected by applicable copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Imasco Minerals advertisers or other providers of Content, User agrees not to modify, rent, lease, loan, sell, copy, reproduce, distribute or create derivative works based on the Service, Software or Content, in whole or in part. User shall not cause the Service to be displayed as a part of or within another Internet site or Web page, resell or redistribute any portion of the Service or provide access to its account to any third party for financial gain. User grants and agrees to grant Imasco Minerals the non-exclusive, worldwide, royalty-free right and license to display, transmit and otherwise use User's trademarks, service marks, logos, trade names and any Content provided by User for the listing of items on the Service and any other uses reasonably necessary or advisable for the Service and as set forth in Imasco Minerals' Privacy Policy.

User represents and warrants that all information provided by User in whatever format shall be non-confidential to User or any third party, and Imasco Minerals may use or disclose such information without notice to, or permission from User or any third party, subject only to the Imasco Minerals Privacy Policy. User hereby grants to Imasco Minerals a worldwide, royalty-free, irrevocable, perpetual, non-exclusive, transferable license (with a right to

grants sublicenses through multiple tiers of sub-licensees) to use, execute, display, copy, perform and modify such information as Imasco Minerals sees fit and for any purpose whatsoever.

6.1 Copyright Agent

If User believes that User's copyrighted work has been infringed on the Service, User agrees to promptly provide to Imasco Minerals' Copyright Agent written notice that includes: (i) a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright; (ii) an identification of the copyrighted work claimed to be infringed; (iii) an identification of the material claimed to be infringing; (iv) the location of the material claimed to be infringing on the Service; (v) the address, telephone number and email address at which the party submitting the notice can be contacted regarding the claimed infringement; (vi) a statement that the party submitting the notice has good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (vii) a statement that the information in the notice is accurate, and under penalty of perjury, that the party submitting the notice is authorized to act on behalf of the copyright owner.

Imasco Minerals' Copyright Agent for the purpose of receiving the above notice of copyright infringement is Natisha Mathews and can be reached at:

Imasco Minerals Inc.
19287 98A Avenue
Surrey, BC Canada V4N 4C8

6.2 Trademarks and Trade Names

Premix, Premix 1000, FlexCoat, Perfector, Perfector Definition, GreatWall, StructaLath, StructaArch, StructaCorner, ImascoPrime, Fog Coat, RainGuard ICS, RainGuard, Traditional Stucco System, CoreFactor, CoreFactor EIFS, CoreFactor Cavity Drainage, CoreFactor Basic Drainage, CoreFactor Standard System, Protec C, Protec J, Protec Tape, Jade Bond, Polybase Wet, Polybase Dry, Polybase Dry NC, Sure Shel, Safe T Mark, imascominerals.com, Imasco Minerals and their respective graphics, logos and service names are trademarks of Imasco Minerals in Canada and other countries. Imasco Minerals' trademarks, or any reasonable facsimile of any of the above, whether textual or graphic, may not be used in connection with any product or service that is not Imasco Minerals', in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Imasco Minerals.

7. Indemnification

User shall indemnify, defend and hold harmless Imasco Minerals and all of its subsidiaries, affiliates, officers, directors, owners, agents, co-branders or other partners, employees, information providers, licensors and licensees (collectively, the "Indemnified Parties") from and against any and all liability, costs, losses, damages, claims and demands, including without limitation attorneys fees and costs incurred by the Indemnified Parties, arising out of or related to (i) User's use of the Service; (ii) any breach or non-compliance by User of this Agreement, any of Imasco Minerals' rules or policies or User's representations, warranties and covenants contained herein, including but not limited to Sections 3 (User Responsibilities) and 7 (Proprietary Rights); (iii) any dispute or litigation between an Indemnified Party and a third party caused by User's actions; and (iv) User's negligence or violation or alleged violation of any rights of another. User shall fully cooperate with the Indemnified Party and provide all assistance reasonably requested by the Indemnified Party in the defence and settlement of any claim. The Indemnified Party shall have the right at its own expense, but not the obligation, to assume the exclusive defence and control of any matter subject to indemnification by User, and User shall not in any event settle any matter without the written consent of the Indemnified Party.

8. Disclaimer of Warranties

THE SERVICE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SERVICE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, IMASCO MINERALS AND ITS SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE SERVICE OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SERVICE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SERVICE OR ANY LINKED SITE. IMASCO MINERALS AND ITS SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IT IS SOLELY THE USER'S RESPONSIBILITY

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TO EVALUATE THE ACCURACY, COMPLETENESS, USEFULNESS OR VALIDITY OF ALL OPINIONS, ADVICE, SERVICE, PROMOTIONS, ADVERTISEMENTS, AWARDS, PRIZES OR OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL GOODS AND SERVICES, OFFERED ON THE SERVICE.

9. Limitation of Liabilities

IMASCO MINERALS SHALL NOT BE RESPONSIBLE OR LIABLE TO USER OR ANY THIRD PARTIES UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES WHICH MAY BE INCURRED IN CONNECTION WITH IMASCO MINERALS OR THE SERVICE, OR USE THEREOF, OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON THE SERVICE OR ANY GOODS, SERVICES, OR INFORMATION PURCHASED, RECEIVED OR SOLD BY WAY OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF IMASCO MINERALS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGE OR LOSS.

IN NO EVENT SHALL IMASCO MINERALS' TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICE EXCEED THE AMOUNT OF FEES USER HAS PAID TO IMASCO MINERALS DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING ACCRUAL OF THE RESPECTIVE CLAIM.

THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. General

10.1 Notice

Statements, notices and other communications to User may be made by mail, email, postings within User's account or other reasonable means. Imasco Minerals may also provide notices of changes to the Agreement or other matters by displaying notices or links to notices generally on the Service. Notice to Imasco Minerals may be made by mail to: Member Relations,

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Imasco Minerals Inc., 19287 98A Avenue Surrey, BC Canada V4N 4C8.

10.2 Third-Party Rights

Except as otherwise provided in this Section, this Agreement is not intended and shall not be construed to create any rights or remedies in any parties other than the parties hereto, and no person shall assert any rights as a third-party beneficiary hereunder.

10.3 Assignment

User shall not assign this Agreement or any rights or obligations hereunder, by operation of law or otherwise, without the prior written approval of Imasco Minerals, and any such attempted assignment shall be void. Imasco Minerals shall have the right to freely assign this Agreement, and its rights and obligations hereunder, to any third-party without requiring the consent of or notice to User. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

10.4 No Waiver

The failure of Imasco Minerals to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.

10.5 Severability

If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. In any event, the remaining provisions shall be enforced.

10.6 Headings

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

10.7 Entire Agreement

This Agreement constitutes the entire agreement between Imasco Minerals and User with respect to User's use of the Service.