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Terms of Access

1. ACCEPTANCE OF TERMS

Welcome to defensivedriving.ca. (“FLEET SAFETY INTERNATIONAL CORP.”) Web site. FLEET SAFETY INTERNATIONAL CORP. provides access to its web site (any and all pages of which will be referred to herein as the “Site”) and its driving safety course service (the “FLEET SAFETY INTERNATIONAL CORP. Course”) to you, subject to the following TERMS OF ACCESS (“TOA”), which may be updated by us from time to time without notice to you. Once you have registered to take our defensive driving course, you and FLEET SAFETY INTERNATIONAL CORP. shall be subject to the Terms of Use agreement that you agree to at the time of registration for the course. The provisions of the Terms of Use agreement are hereby incorporated by reference into the TOA.

2. DESCRIPTION OF SERVICE

FLEET SAFETY INTERNATIONAL CORP. currently provides those that access its web site with links and information regarding driver safety issues and various provincial laws that may help users to obtain the dismissal of a traffic ticket and may obtain a reduction in their automobile insurance premiums, as well as access, for a fee, to the FLEET SAFETY INTERNATIONAL CORP. Defensive driving course (the “Service”). The information on this web site and the FLEET SAFETY INTERNATIONAL CORP. course is provided for your personal knowledge enrichment solely, and in compliance with any requirements or directives of the Alberta Government for approving defensive driving courses in Alberta. This site and the FLEET SAFETY INTERNATIONAL CORP. course are not intended and shall never be construed as being a substitute for professional legal advice and do not, individually or collectively, constitute a legal opinion or legal advice for any purposes. You may not rely on information on this site or in the FLEET SAFETY INTERNATIONAL CORP. Course as a legal opinion or advice and you are urged to consult with a qualified license attorney if you have any questions of a legal nature. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the provision of discussion forums, news or links to other service providers or vendors of products, shall be subject to the TOA. You understand and agree that the Service is provided “AS-IS” and that FLEET SAFETY INTERNATIONAL CORP. assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings, for any change in law, or for any links that fail to direct the user to the indicated web site.

In order to use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. FLEET SAFETY INTERNATIONAL CORP. has no obligation to make changes to its web site or its server equipment to accommodate any requirements of your computer, modem or software.

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself if prompted by the Service's registration form and upon your registration to take the FLEET SAFETY INTERNATIONAL CORP. Course (such information being the “Registration Data”) and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or FLEET SAFETY INTERNATIONAL CORP. has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, FLEET SAFETY INTERNATIONAL CORP. has the right to suspend or terminate your access to the web site or your ability to take the FLEET SAFETY INTERNATIONAL CORP. Course and refuse any and all current or future use of the Service (or any portion thereof). You certify that you are at least 18 years old or if the person to take the FLEET SAFETY INTERNATIONAL CORP. Course is younger than 18 years old, you represent that you are the legal guardian of the child/children registering to take the FLEET SAFETY INTERNATIONAL CORP. Course and give your consent for access of that child to the Site, for FLEET SAFETY INTERNATIONAL CORP. to collect information on that child, and for the child to take the FLEET SAFETY INTERNATIONAL CORP. Course. If you are not 18 years or older EXIT NOW, until your legal guardian has reviewed this TOA and consents to you accessing the Site.

4. FLEET SAFETY INTERNATIONAL CORP. PRIVACY POLICY

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, please see our full privacy policy accessible at our website www.defensivedriving.ca.

5. MEMBER ACCOUNT, PASSWORD AND SECURITY

As more fully described in the Terms of Use Agreement, you will receive a password and account designation upon completing the FLEET SAFETY INTERNATIONAL CORP. Course registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify FLEET SAFETY INTERNATIONAL CORP. of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. FLEET SAFETY INTERNATIONAL CORP. cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

6. MEMBER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not FLEET SAFETY INTERNATIONAL CORP., are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Service. It is possible that FLEET SAFETY INTERNATIONAL CORP. may permit certain discussion areas on its Site. FLEET SAFETY INTERNATIONAL CORP. does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content posted by other authorized or unauthorized Users that is offensive, indecent or objectionable. Under no circumstances will FLEET SAFETY INTERNATIONAL CORP. be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Service.

You agree to not use the Service to:

- a. upload, post, email or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- e. upload, post, email or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. upload, post, email or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- g. upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;
- h. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- j. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- k. collect or store personal data about other users.

You agree that FLEET SAFETY INTERNATIONAL CORP. and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. You agree that you will independently evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

FLEET SAFETY INTERNATIONAL CORP. may archive, store or otherwise preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOA and the Terms of Use Agreement; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights or property of FLEET SAFETY INTERNATIONAL CORP. and its users.

7. SUBMISSIONS. If you post any Content on the Site or otherwise send us suggestions, ideas, notes, computer programs, data, drawings, concepts or other information of any kind, such information shall be deemed Content, whether or not publicly posted. All Content shall be deemed, and shall remain, the sole and absolute property of FLEET SAFETY INTERNATIONAL CORP.. No Content shall be subject to any obligation of confidence on the part of FLEET SAFETY INTERNATIONAL CORP. and FLEET SAFETY INTERNATIONAL CORP. shall not be liable for any use or disclosure of any Content. Without limitation of the foregoing, FLEET SAFETY INTERNATIONAL CORP. shall exclusively own all now known or hereafter existing rights to the Content of every

kind and nature throughout the universe and shall be entitled to unrestricted use of the Data for any purpose whatsoever, commercial, or otherwise, without compensation to the provider of the Data.

8. INDEMNITY

You agree to indemnify and hold FLEET SAFETY INTERNATIONAL CORP., its subsidiaries, affiliates, officers, agents, co-branders or other partners, and the employees of each of them, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content, your use of the Service, your connection to the Service, your violation of the TOA, or your violation of any rights of another.

9. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

10. GENERAL PRACTICES REGARDING USE AND STORAGE

You agree that FLEET SAFETY INTERNATIONAL CORP. has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that FLEET SAFETY INTERNATIONAL CORP. reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that FLEET SAFETY INTERNATIONAL CORP. reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

11. MODIFICATIONS TO SERVICE

FLEET SAFETY INTERNATIONAL CORP. reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that except as provided in the Terms of Use Agreement for users who have paid a fee to access the FLEET SAFETY INTERNATIONAL CORP. Course, FLEET SAFETY INTERNATIONAL CORP. shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

12. TERMINATION

You agree that FLEET SAFETY INTERNATIONAL CORP., in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if FLEET SAFETY INTERNATIONAL CORP. believes that you have violated or acted inconsistently with the letter or spirit of the TOA. FLEET SAFETY INTERNATIONAL CORP. may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this TOA may be effected without prior notice, and acknowledge and agree that FLEET SAFETY INTERNATIONAL CORP. may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that FLEET SAFETY INTERNATIONAL CORP. shall not be liable to you or any third-party for any termination of your access to the Service.

13. DEALINGS WITH ADVERTISERS

Your 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 you and such advertiser. You agree that FLEET SAFETY INTERNATIONAL CORP. 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.

14. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because FLEET SAFETY INTERNATIONAL CORP. has no control over such sites and resources, you acknowledge and agree that FLEET SAFETY INTERNATIONAL CORP. is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that FLEET SAFETY INTERNATIONAL CORP. shall not be responsible or liable, directly or indirectly, for

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16. **DISCLAIMER OF WARRANTY.** FLEET SAFETY INTERNATIONAL CORP. represents and warrants that the FLEET SAFETY INTERNATIONAL CORP. course has been approved by the Alberta Government for licensing defensive driving course EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN OR IN THE TERMS OF USE AGREEMENT, FLEET SAFETY INTERNATIONAL CORP. PROVIDES THE FLEET SAFETY INTERNATIONAL CORP. WEB SITE AND THE FLEET SAFETY INTERNATIONAL CORP. COURSE TO YOU ON AN "AS IS, WITH ALL FAULTS" BASIS. FLEET SAFETY INTERNATIONAL CORP. DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT ANY TICKET THAT YOU MAY HAVE RECEIVED WILL BE DISMISSED OR THAT YOU WILL RECEIVE ANY DISCOUNT ON YOUR AUTOMOBILE INSURANCE SOLELY BECAUSE YOU HAVE PASSED THE FLEET SAFETY INTERNATIONAL CORP. COURSE. YOU ARE SOLELY RESPONSIBLE FOR MAKING ALL NECESSARY ARRANGEMENTS WITH THE APPLICABLE COURT AND WITH YOUR INSURANCE AGENCY, FOR OBTAINING ALL NECESSARY DOCUMENTATION AND FOR PAYING ANY APPLICABLE FEES OR COSTS IN ORDER TO HAVE YOUR TRAFFIC TICKET DISMISSED OR FLEET SAFETY INTERNATIONAL CORP. EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, ADEQUACY TO PRODUCE ANY PARTICULAR RESULT, ACCURACY OR RELIABILITY OF THE USE OF, OR THE RESULTS OF THE USE OF, THE FLEET SAFETY INTERNATIONAL CORP. COURSE OR THAT THE FLEET SAFETY INTERNATIONAL CORP. COURSE WILL MEET YOUR REQUIREMENTS OR WILL BE SUITABLE FOR YOUR NEEDS.

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18. NOTICE

Notices to you may be made via either email or regular mail. FLEET SAFETY INTERNATIONAL CORP. may also provide you notices of changes to the TOA or other matters by displaying notices or links to notices to you generally on the Service.

19. COPYRIGHTS and COPYRIGHT AGENTS

FLEET SAFETY INTERNATIONAL CORP. respects the intellectual property rights of others, and we ask all those that access the Site to do the same. If you reasonably believe that your work has been copied in a way that constitutes copyright infringement, please provide FLEET SAFETY INTERNATIONAL CORP.'s Copyright Agent the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the site;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

FLEET SAFETY INTERNATIONAL CORP.'s Copyright Agent for Notice of claims of copyright infringement on its site is Dr. Randy Flemmer who can be reached as follows: By mail:

Dr. Randy Flemmer

Copyright Agent
Fleet Safety International Corp.

3412 3rd Ave. NW

Calgary, Alberta T2N 0M2

By phone: (403) 2830077

By fax: (403) 283-8666

By email: Flemmerr@home.com

20. GENERAL INFORMATION

This TOA, together with the Terms of Use Agreement, if you attempt to access the FLEET SAFETY INTERNATIONAL CORP. Course, constitute the entire agreement between you and FLEET SAFETY INTERNATIONAL CORP. and govern your use of the Service, superceding any prior agreements between you and FLEET SAFETY INTERNATIONAL CORP.. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. This TOA and the relationship between you and FLEET SAFETY INTERNATIONAL CORP. shall be governed by the laws of the State of Texas without regard to its conflict of law provisions. You and FLEET SAFETY INTERNATIONAL CORP. agree, to the maximum extent permitted by applicable law, to submit to the personal and exclusive jurisdiction of the courts located within Calgary, Alberta. The failure of FLEET SAFETY INTERNATIONAL CORP. to exercise or enforce any right or provision of this TOA shall not constitute a waiver of such right or provision. If any provision of this TOA is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this TOA remain in full force and effect. You agree that regardless of any statute or law to the contrary, you must give us notice of any claim or course of action (a "Claim") arising out of or related to use of the Service or within one (1) year after you became aware of the material facts and circumstances giving rise to such Claim and any Claim must be filed within two (2) years after such claim arose or be forever barred.

The section titles in this TOA are for convenience only and have no legal or contractual effect.