

## SCHEDULE 'A'

### www.greenwebsolution.com TERMS OF SERVICE

By these Terms of Service, www.greenwebsolution.com Inc.

("www.greenwebsolution.com" or the "Company"), an Ontario Corporation, and the subscriber (the "Subscriber"), as identified at the top of the first page of the term sheet portion of

this Agreement (the "Term Sheet"), agree as follows:

#### 1. Definitions

1.1 "Base Monthly Service Fee" consists solely of the base monthly service fee paid by a Subscriber for

the selected www.greenwebsolution.com Services and excludes all other fees which might be charged to the Subscriber,

including but not limited to, set-up fees, fees for local loop, space rental fees, charges for additional services

such as management services, incremental bandwidth usage or hard drives beyond that which are available

without additional charge under www.greenwebsolution.com standard rates, hourly support and other types of optional additional Services.

"Services" shall include any one or more of the following:

a. Hosting Service, Dedicated Server or Hosting Service: a type of internet hosting in which the Subscriber leases an entire server not shared with anyone else. This offers

more flexibility than shared hosting as organizations are able to have full control over the

server(s), included but not limited to, a choice of operating system and hardware;

b. Virtual Private Server ("VPS") or Hybrid Server: a virtual machine sold as a service by an

Internet hosting service. A VPS runs its own copy of an operating system and Subscribers

may have super-user-level access to that operating system ("OS"), allowing them to install

almost any software that runs on that OS. In many respects, a VPS is functionally equivalent

to a dedicated physical server and being software-defined is more easily created and

configured to a Subscriber's wants and needs. While a VPS is more affordable than its

equivalent physical server, a VPS shares its underlying physical hardware with other VPSs,

which may result in lower performance depending on the workload of any other executing

virtual machines.

c. Cloud Servers: a type of Internet-based computing that provides shared computer

processing resources and data to computers and other devices on demand. It is a model for enabling ubiquitous, on-demand access to a shared pool of configurable computing resources (such as computer networks, servers, storage, applications and services), which can be rapidly provisioned and released with minimal management effort. Cloud servers and storage solutions provides Subscribers and enterprises with various capabilities to store and process their data in either privately owned or third-party data centers that may be located far from the Subscriber – ranging in distance from across the city to across the world. Cloud servers relies on sharing of resources to achieve coherence and economy of scale, similar to a utility, like the electricity grid over an electricity network.

Colocation: also known as a “Carrier Hotel”, is a type of data center where equipment, space and bandwidth are available for rent to retail customers. Colocation facilities provide space, power, cooling and physical security for the server, storage and networking equipment of other firms, and connects the server and equipment to a variety of telecommunications and network providers with a minimum of cost and complexity. e. Managed Hosting: applies to both physical dedicated servers, hybrid servers and virtual servers, as many subscriber companies prefer a hybrid/combination of physical and virtual hosting services.

f. IP Transit/ Bandwidth Service: is a performance-tuned global IP system with dense connectivity across all major fiber hubs in Buffalo and Montreal data centers. IP Transit on both the IPv4 and IPv6 standards allows for native IPv6 connectivity in both locations.is a performance-tuned global IP system with dense connectivity across all major fiber hubs in Buffalo and Montreal data centers. IP Transit on both the IPv4 and IPv6 standards allows for native IPv6 connectivity in both locations.

The Services, unless otherwise stated in the Agreement, shall be managed by the Subscriber.

“Subscriber” shall mean a corporation or an individual over the age of eighteen (18), acting for

commercial or business purposes, named on the invoice and responsible, unless otherwise agreed with [www.greenwebsolution.com](http://www.greenwebsolution.com), for paying the charges for the Services provided under the TOS and entitled to receive any notice and information relating to these TOS or the Services. "Terms of Service ("TOS" or "Agreement")" shall mean the agreement in effect from time to time between [www.greenwebsolution.com](http://www.greenwebsolution.com) and the Subscriber, which is subject to these TOS and any other document or form that may be designated by [www.greenwebsolution.com](http://www.greenwebsolution.com) from time to time in accordance herewith as forming part of these TOS.

1.2 Use of [www.greenwebsolution.com](http://www.greenwebsolution.com) Services constitutes acceptance and agreement to [www.greenwebsolution.com](http://www.greenwebsolution.com)'s policies, being its Acceptable Usage Policy ("AUP") and its Privacy Policy, attached hereto as Schedule 'A' and Schedule 'B' respectively, as well as [www.greenwebsolution.com](http://www.greenwebsolution.com)'s TOS.

1.3 All provisions of this Agreement are subject to the TOS, Privacy Policy and AUP of [www.greenwebsolution.com](http://www.greenwebsolution.com). The AUP and Privacy Policy may be changed from time to time at the discretion of the Company. The Subscriber understands that changes to the AUP by the Company shall not be grounds for early termination of this Agreement or non-payment.

1.4 This Agreement shall be construed in all respects in accordance with the laws of the province of Ontario and the federal laws of Canada, as the case may be.

1.5 Disclosure to Law Enforcement: The AUP specifically prohibits the use of [www.greenwebsolution.com](http://www.greenwebsolution.com)'s Services for illegal activities. Therefore, the Subscriber acknowledges and agrees that the Company may disclose any and all Subscriber information, including but not limited to assigned IP numbers, account history and account use to Federal law enforcement agents without consent or notification to the Subscriber if Server Mania is required to do so by law. [www.greenwebsolution.com](http://www.greenwebsolution.com) will not disclose Subscriber information to third-party or international agencies unless a Federal court order has been obtained. Server Mania shall have the right to terminate all Services set forth in this Agreement should the Subscriber use the Services for illegal purposes.

## 2. Term

The Term of this Agreement will begin on the Commencement Date (as defined on the Term Sheet) and shall remain in full force and effect for the duration of a twelve (12) month Term, as

indicated on page one of the Agreement.

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### 3. Renewal

Unless notice in writing is received by [www.greenwebsolution.com](http://www.greenwebsolution.com) prior to the end of the Term, this Agreement will automatically be renewed for the next billing period at the rate applicable for the Services included in the Agreement.

### 4. Service Rates

The Subscriber acknowledges that the nature of the Services furnished by the Company and the initial rates and charges have been communicated to the Subscriber, as outlined on the Term Sheet of this Agreement.

The Subscriber agrees to pay all fees and charges specified in this Agreement and relating thereto, on a monthly basis, in advance of or on the established due date of each month. The Subscriber is aware that the Company may prospectively change their specified rates and charges from time to time. Any promotional offers are contingent upon the Company achieving and maintaining its cost of service goals, including but not limited to, rates charged to the Company by its suppliers.

### 5. Payment

The Subscriber shall pay [www.greenwebsolution.com](http://www.greenwebsolution.com) all fees due upon receipt of an invoice specifying the amounts due ("Fees"). Fees are due and payable by the Subscriber within seven (7) days of the date of the invoice. The

Acceptance by the Company of late or partial payments shall not waive any of [www.greenwebsolution.com](http://www.greenwebsolution.com)'s rights to collect the full amount due under this Agreement.

Establishment of the Services is dependent upon receipt by the Company of payment of stated charges.

Subsequent payments are due on the anniversary date of the month for that month's Services. All accounts

and Services provided by [www.greenwebsolution.com](http://www.greenwebsolution.com) to Subscribers are subject to the current tax rate as imposed by the province of Ontario and Canada.

### 6. Payments and Fees

Services will be suspended on Subscriber accounts that reach five (5) days past the invoice due date and a

ten percent (10%) late fee will be added to the outstanding balance.

Once an account becomes five (5) days overdue, Services will enter into a

'suspended state'. In the 'suspended state' Subscriber data will not be in jeopardy. Services will be terminated on accounts that reach ten (10) days past due. Once a Cloud or VPS Service enters the 'terminated state', data will be lost as the entire virtual instance is automatically deleted. Dedicated servers entering into a 'terminated state' are in high-risk of data being lost (example: in the event of a server being re-provisioned). If [www.greenwebsolution.com](http://www.greenwebsolution.com) suspends or terminates the Services, the Subscriber will continue to be responsible for the payment of any amount owing on their account to [www.greenwebsolution.com](http://www.greenwebsolution.com). If the Subscriber has pre-paid their account the pre-paid amount will be forfeit.

#### 7. Refund and Disputes

All payments to [www.greenwebsolution.com](http://www.greenwebsolution.com) are non-refundable. This includes the one time setup fee and subsequent charges regardless of usage. All overcharges or billing disputes must be reported within ten (10) days of the time the dispute occurred. If the Subscriber disputes a charge made to his/her/its credit card that, in the Company's sole discretion, is a valid charge under the provisions of the TOS and/or AUP, the Subscriber agrees to pay [www.greenwebsolution.com](http://www.greenwebsolution.com) an "Administrative Fee" of no less than One Hundred Dollars (\$100).

#### 8. Failure to Pay

The Company may temporarily deny Services to the Subscriber by placing the Subscriber's account into a suspended state or terminate this Agreement upon the failure of the Subscriber to pay charges when due. Such denial or termination will not relieve the Subscriber of his/her/its responsibility to pay all accrued charges.

#### 9. Account Cancellation

All requests to cancel accounts must be made from the Subscriber's client portal. Thirty (30) days' notice must be provided to [www.greenwebsolution.com](http://www.greenwebsolution.com) for monthly Subscriber Terms and sixty (60) days' notice must be provided for any Subscriber Term greater than one month in length. Upon the cancellation notice, Server Mania has the right to reclaim the server immediately.

#### 10. Subscriber Acknowledgements

The Subscriber acknowledges that the Services provided are of such a nature that

the Services can be interrupted for many reasons other than the negligence of the Company and that damages resulting from any interruption of the Services are difficult to ascertain. Therefore, the Subscriber agrees that the Company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the Company. The Subscriber further acknowledges that the Company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by the Subscriber for the Services during the period damages occurred. In no event shall the Company be liable for any special or consequential damages, loss or injury.

#### 11. Support Boundaries

www.greenwebsolution.com provides 24x7 technical support to its Subscribers for managed and non-managed Services. The Company limits its technical support to the Services, being its area of expertise. The following are Server Mania's guidelines when providing support: www.greenwebsolution.com provides support related to the Subscriber's hosting's physical functioning. www.greenwebsolution.com does not offer technical support for application specific issues such as cgi programming, html or any other such issue. www.greenwebsolution.com does not provide technical support for the Subscriber's customers. If the Subscriber has email access, www.greenwebsolution.com encourages the Subscriber to email support@servermania.com for assistance. Lastly, the Knowledge Base in the www.greenwebsolution.com program the Subscriber is using may have the answer to the Subscriber's question. As such, www.greenwebsolution.com encourages the Subscriber to investigate these resources before calling tech support. With respect to managed Services, www.greenwebsolution.com will not interfere with the Subscriber's developed software. The scope of support boundaries for managed Services will be defined on an individual Subscriber basis and will be outlined on the Term Sheet portion of this Agreement. Support boundaries for both managed and unmanaged Services can also be found on the www.greenwebsolution.com website.

#### 12. Inbound/Outbound DDoS Attacks

Distributed Denial of Service Attack ("DDoS") is a type of denial of service attack in which an attacker uses malicious code installed on various computers to attack a single target. An attacker

may use this method to have a greater effect on the target than is possible with a single attacking machine. As a [www.greenwebsolution.com](http://www.greenwebsolution.com) user, the Subscriber is ultimately responsible for making sure that his/her/its account is secured and that no root kits or viruses are on his/her/its server.

Violation of this Inbound/Outbound DDoS policy will result in severe penalties. Upon notification of an alleged violation of this policy, whether the Subscriber's server has become the victim of a DDoS Attack or the Subscriber is deliberately performing the DDoS, [www.greenwebsolution.com](http://www.greenwebsolution.com) will invoice the Subscriber Five Dollars (\$5) per DDoS incident unless client subscribes to a DDoS protection package and initiate an immediate investigation. During the investigation, [www.greenwebsolution.com](http://www.greenwebsolution.com) may restrict the Subscriber's access to the network to prevent further violations. If a Subscriber is found to be in violation of [www.greenwebsolution.com](http://www.greenwebsolution.com)'s DDoS policy, Server Mania may, at its sole discretion, restrict, suspend or terminate the Subscriber's account.

As [www.greenwebsolution.com](http://www.greenwebsolution.com)'s Subscribers are ultimately responsible for the actions of their clients over the Server Mania network, it is advisable that Subscribers develop a similar or stricter policy for their respective clients.

### 13. Unsolicited Commercial Email

[www.greenwebsolution.com](http://www.greenwebsolution.com) takes a zero-tolerance approach to the sending of Unsolicited Commercial Email ("UCE" or "SPAM") over its network. Very simply this means that Subscribers of the Company may not use or permit

others to use the [www.greenwebsolution.com](http://www.greenwebsolution.com) network to transact in UCEs.

Subscribers of [www.greenwebsolution.com](http://www.greenwebsolution.com) may not host or permit the hosting of sites or information that is advertised by UCEs from other networks. Violations of this

policy carry severe penalties, including termination of the Services.

Violation of [www.greenwebsolution.com](http://www.greenwebsolution.com)'s SPAM policy will result in severe penalties. Upon notification of an alleged violation of its SPAM policy, [www.greenwebsolution.com](http://www.greenwebsolution.com) will initiate an immediate investigation (within 48 hours of

notification). During the investigation, [www.greenwebsolution.com](http://www.greenwebsolution.com) may restrict Subscriber's access to the network to

prevent further violations. If a Subscriber is found to be in violation of

[www.greenwebsolution.com](http://www.greenwebsolution.com)'s SPAM policy, Server

Mania may, in its sole discretion, restrict, suspend or terminate the Subscriber's

account. Further, Server

Mania reserves the right to pursue civil remedies for any costs associated with the investigation of a

substantiated policy violation. www.greenwebsolution.com will notify law enforcement officials if the violation is believed

to be a criminal offense.

First violations of this policy will result in an "Administrative Fee" of Two Hundred and Fifty Dollars

(\$250.00) and the Subscriber's account will be reviewed for possible immediate termination. A second

violation will result in an "Administrative Fee" of Five Hundred Dollars (\$500.00) and immediate

termination of the Subscriber's account. Subscribers who violate this policy agree that in addition to these

"Administrative" penalties, they will pay "Research Fees" not to exceed One Hundred and Seventy-Five

Dollars (\$175.00) per hour to account for the time www.greenwebsolution.com personnel will have to spend to investigate

the matter. SUBSCRIBERS ARE NOT TO SEND SPAM from their servers.

As www.greenwebsolution.com's Subscribers are ultimately responsible for the actions of their clients over the Server

Mania network, it is advisable that Subscribers develop a similar or stricter policy for their clients.

Any Subscriber hosting websites or services on their server that support spammers or cause any of Server

Mania's IP space to be listed in any of the various Spam Databases will have their server immediately

removed from the www.greenwebsolution.com network. The server will not be reconnected until such time that the

Subscriber agrees to remove ANY and ALL traces of the offending material immediately upon reconnection

and agrees to allow www.greenwebsolution.com access to the server to confirm that all material has been COMPLETELY

removed. Severe violations may result in immediate and permanent removal of the server from the

www.greenwebsolution.com network without notice to the Subscriber. Any server guilty of a second violation WILL be

immediately and permanently removed from the www.greenwebsolution.com network without notice.

#### 14. Network Issues

a. IP Address Ownership: If www.greenwebsolution.com assigns a Subscriber an Internet protocol ("Internet

Protocol" or "IP") address for the Subscriber's use, the right to use that Internet Protocol address

shall belong only to www.greenwebsolution.com and the Subscriber shall have no right to use that Internet

Protocol address except as permitted by www.greenwebsolution.com, in its sole discretion, in connection with the

Services during the term of this Agreement. www.greenwebsolution.com shall maintain and control ownership

of all Internet Protocol numbers and addresses that may be assigned to the Subscriber by Server

Mania and www.greenwebsolution.com reserves the right, in its sole and absolute discretion, to change or remove

any and all such Internet Protocol numbers and addresses.

www.greenwebsolution.com's allocation of IP addresses

is limited by American Registry for Internet Numbers ("ARIN") new policies. These new policies

state that the use of IP addresses for IP based virtual hosts will not be accepted as justification

for new IP addresses. What this means to a Subscriber is that a Subscriber MUST use name-based

hosting where possible. www.greenwebsolution.com will periodically review IP address usage, and if the Company

finds that Subscribers are using IP addresses where name-based hosting could be used, Server

Mania will revoke authorization to use those IP addresses that could be used with name-based

hosting.

b. System and Network Security: Subscribers are prohibited from violating or attempting to

violate the security of the www.greenwebsolution.com network. Violations of system or network security may

result in civil or criminal liability. www.greenwebsolution.com will investigate occurrences, which may involve

such violations and may involve, and cooperate with, law enforcement authorities in prosecuting

Subscribers who are involved in such violations. These violations include, without limitation:

i. Accessing data not intended for such Subscriber or logging into a server or account, which such Subscriber is not authorized to access;

ii. Attempting to probe, scan or test the vulnerability of a system or network or to breach

security or authentication measures without proper authorization;

iii. Attempting to interfere with the Services to any Subscriber, host or network, including,

without limitation, via means of overloading, "flooding", "mail bombing" or "crashing";

iv. Forging any TCP/IP packet header or any part of the header information in any e-mail or

newsgroup posting;

v. Taking any action in order to obtain Services to which such Subscriber is not entitled;

and

vi. If a Subscriber's services are abusing the www.greenwebsolution.com network, www.greenwebsolution.com has the right to suspend and/or terminate the Subscriber's server without notice and an additional "Administrative Fee" may apply.

## 15. Notification of Violation

a. www.greenwebsolution.com is under no duty to look at each Subscriber's activities to determine if a violation of the AUP has occurred, nor does www.greenwebsolution.com assume any responsibility through its AUP to monitor or police Internet-related activities.

b. Limits on Account Privileges: Any Subscriber, which www.greenwebsolution.com determines to have violated any element of the Company's AUP, shall receive an email, warning him/her/it of the violation.

The Services may be subject, at www.greenwebsolution.com's discretion, to a temporary suspension pending a Subscriber's agreement in writing, to refrain from any further violations.

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c. Account Suspension: Subscribers that www.greenwebsolution.com determines to have committed a second violation of any element of its AUP shall be subject to immediate suspension or termination of Services without further notice.

d. Loss of Preferred Member Status: www.greenwebsolution.com reserves the right to drop the section of IP space involved in SPAM or denial-of-service complaints if it is clear that the offending activity is causing great harm to parties on the Internet such as, if open relays are on a Subscriber's network or on a Subscriber's customer's network or if denial of service attacks are originating from a Subscriber's network. In certain rare cases, www.greenwebsolution.com may have to take the aforementioned action before attempting to contact the Subscriber. If www.greenwebsolution.com does take action, the Company will contact the Subscriber at its earliest convenience thereafter.

## 16. Suspension of Service or Cancellation

www.greenwebsolution.com reserves the right to suspend network access to any Subscriber if, in the judgment of the www.greenwebsolution.com network administrators, the Subscriber's server is the source or target of the violation of any of the terms of the Company's AUP. If inappropriate activity is detected, all accounts of the Subscriber in question will be deactivated until an investigation is complete. Prior notification to the Subscriber is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The Subscriber will not be credited for the time the Subscriber's machines are suspended for any reason, including late payment of Fees in accordance with section 6 herein.

## 17. www.greenwebsolution.com Availability

17.1 Due to www.greenwebsolution.com's extensive network infrastructure, www.greenwebsolution.com can provide its Subscribers with a one hundred percent (100%) network uptime guarantee. In the event that any Services do not experience one hundred percent (100%) uptime in a given month, www.greenwebsolution.com will credit five percent (5%) of the Subscriber's Base Monthly Service Fee for the first hour of downtime and subsequently an additional five percent (5%) for each hour of downtime thereafter with a maximum of an eighty percent (80%) refund.

Any scheduled Emergency Downtime taken by www.greenwebsolution.com will not apply to this downtime calculation, nor to the credit calculation. This guarantee applies to www.greenwebsolution.com's network uptime and not to any hardware, software or Services running on a Subscriber's server. Account credits will be issued when a credit request is made by the Subscriber. All requests for credits must be made within three (3) days of the incident. All requests for credits must be made by creating a support ticket at <https://surge.servermania.com>.

17.2 Save and except for any direct negligence on the part of www.greenwebsolution.com, the Subscriber agrees that the Company cannot be held liable for server downtime or data loss in the following emergency downtime

("Emergency Downtime") circumstances:

a. Circumstances beyond www.greenwebsolution.com's reasonable control, including without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, unavailability of or

interruption or delay in telecommunications or third party services, failure of third party software

or inability to obtain raw materials, suppliers or power used in or equipment needed for provision of

the [www.greenwebsolution.com](http://www.greenwebsolution.com) Services;

b. Failure to access circuits to the [www.greenwebsolution.com](http://www.greenwebsolution.com) network, unless such failure is caused solely by

[www.greenwebsolution.com](http://www.greenwebsolution.com);

c. Scheduled maintenance and emergency maintenance and upgrades;

d. DNS issues outside the direct control of [www.greenwebsolution.com](http://www.greenwebsolution.com);

e. False Agreement breaches reported as a result of outages or errors of any Server Mania uptime

monitoring system; or

f. Subscriber acts or omissions (or acts or omissions of others engaged or authorized by

Subscribers), including without limitation, any negligence, willful misconduct or use of the Server

Mania Services in breach of [www.greenwebsolution.com](http://www.greenwebsolution.com)'s TOS or the Company's AUP or Privacy Policy.

#### 18. Policy Amendments

[www.greenwebsolution.com](http://www.greenwebsolution.com) reserves the right to amend its policies at any time. All sub-networks, resellers and managed

servers of [www.greenwebsolution.com](http://www.greenwebsolution.com) must adhere to the existing

[www.greenwebsolution.com](http://www.greenwebsolution.com) policies. Failure to follow any term or

condition will be grounds for immediate cancellation. The Subscriber will be held responsible for the actions

of his/her/its clients in the manner described in these TOS. Therefore, it is in the Subscriber's best interest to

implement a similar or stricter TOS for his/her/its own clients.

#### 19. Indemnification

[www.greenwebsolution.com](http://www.greenwebsolution.com) wishes to emphasize that in agreeing to the

[www.greenwebsolution.com](http://www.greenwebsolution.com) TOS, AUP and Privacy Policy,

the Subscriber agrees to defend and indemnify [www.greenwebsolution.com](http://www.greenwebsolution.com), its successors, affiliates and agents for any

violation of the TOS, AUP and/or Privacy Policy that results in any claims, damages, losses or expenses

(including, without limitation, legal fees and costs) incurred by

[www.greenwebsolution.com](http://www.greenwebsolution.com) in connection with all claims,

suits, judgments and causes of action. This means that if

[www.greenwebsolution.com](http://www.greenwebsolution.com) is sued because of a Subscriber's or a

customer of a Subscriber's activity, the Subscriber will pay any damages awarded against [www.greenwebsolution.com](http://www.greenwebsolution.com), plus

all costs and legal fees.

## 20. Limitations of Liability

www.greenwebsolution.com, ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS (IT BEING ACKNOWLEDGED BY THE SUBSCRIBER THAT FOR THE PURPOSES OF THIS SECTION ONLY, SERVER MANIA IS CONTRACTING AS AGENT ON BEHALF OF ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS) SHALL NOT BE LIABLE TO THE SUBSCRIBER OR ANY OTHER PERSON (EXCEPT FOR PHYSICAL INJURIES AS A RESULT OF www.greenwebsolution.com'S NEGLIGENCE) FOR (1) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, LOSS OF DATA, LOSSES RESULTING FROM A THIRD PARTY'S UNAUTHORISED ACCESS TO DATA, LOSS OF PROFIT, LOSS OF EARNINGS, FINANCIAL LOSS, LOSS OF BUSINESS OPPORTUNITY, PERSONAL INJURY, DEATH OR ANY OTHER DAMAGE OR LOSS HOWEVER CAUSED, RESULTING DIRECTLY OR INDIRECTLY, OR RELATING, IN ANY MANNER, TO THE TERMS AND CONDITIONS HEREIN, THE www.greenwebsolution.com SERVICES, OR THE SUBSCRIBER'S COMPUTER SYSTEM; OR (2) DEFAMATION OR COPYRIGHT INFRINGEMENT THAT RESULTS FROM MATERIAL TRANSMITTED OR RECEIVED OTHER THAN THE www.greenwebsolution.com'S SERVICES. THESE LIMITS APPLY TO ANY ACT OR OMISSION OF www.greenwebsolution.com, www.greenwebsolution.com'S EMPLOYEES, OR AGENTS, WHICH WOULD OTHERWISE BE A CAUSE OF ACTION IN CONTRACT, TORT OR ANY OTHER DOCTRINE OF LAW AND IN NO EVENT SHALL www.greenwebsolution.com'S LIABILITY TOWARD THE SUBSCRIBER EXCEED THE TOTAL AMOUNT PAID TO www.greenwebsolution.com BY THE SUBSCRIBER FOR ANY AFFECTED SERVICE, DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. THIS SECTION SHALL CONTINUE TO APPLY NOTWITHSTANDING EXPIRATION OR TERMINATION OF THESE TOS.

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## 21. No Warranties

THE SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED BY www.greenwebsolution.com "AS IS" AND "AS AVAILABLE" AND, TO THE EXTENT

PERMITTED BY LAW, WITHOUT WARRANTY BY [www.greenwebsolution.com](http://www.greenwebsolution.com) OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING OF USAGE OR TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, [www.greenwebsolution.com](http://www.greenwebsolution.com) SHALL HAVE NO LIABILITY WHATSOEVER TO ANY SUBSCRIBER FOR: (1) ANY INTERRUPTIONS OR DISRUPTIONS TO THE SERVICES OR ANY OTHER DAMAGES SUFFERED BY THE SUBSCRIBER WHICH ARE CAUSED DIRECTLY OR INDIRECTLY BY ANY FAILURES OF THE SERVICES OR OTHER EQUIPMENT; (2) ANY POWER FAILURES; (3) ANY ACTS OR OMISSIONS OF THE SUBSCRIBER OR ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS INCLUDING, WITHOUT LIMITATION, DEFAMATION OR COPYRIGHT INFRINGEMENT; (4) ANY DISRUPTION OF ANY PART OF THE EQUIPMENT USED TO PROVIDE THE SERVICES BY PARTIES OTHER THAN [www.greenwebsolution.com](http://www.greenwebsolution.com); (5) ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS ARISING FROM OR IN CONNECTION WITH THE SUBSCRIBER'S USE OF THE SERVICES OR OTHER EQUIPMENT; (5) ANY EVENT OF FORCE MAJEURE, AS DEFINED IN THIS USER AGREEMENT; (6) ANY EVENT OF FORCE MAJEURE, AS DEFINED IN SECTION 20(g) OF THESE TOS; OR (7) ANY SUSPENSION OR TERMINATION OF THE SUBSCRIBER'S SERVICES.

## 22. Arbitration

Any dispute between the parties whether arising during the period of this Agreement or at any time thereafter which attaches upon the validity, construction, meaning, performance or effect of this Agreement or the rights and liabilities of the parties or any matter arising out of or connected with this Agreement shall be subject to arbitration and pursuant to the Arbitration Act (Ontario) and the decision shall be final and binding upon the parties hereto and shall not be subject to appeal. The arbitration shall be carried out by a single arbitrator if the parties can agree upon one, failing which, such arbitrator as shall be appointed by a judge of the Superior Court of Justice (Ontario) at St. Catharines, upon the application of any of the parties and the said Judge shall be entitled to act

as such arbitrator if he or she shall so desire. The arbitration shall take place in the City of St. Catharines and the arbitrator shall fix the time and place in such Municipality for the purpose of hearing such evidence and representation as the parties or any of them may present.

The decision of the arbitrator both in procedure and the conduct of the parties during the proceedings and the final determination of the issue shall be binding upon the parties hereto and no appeal shall lie therefrom. The costs of the arbitration shall be borne by the parties hereto as may be specified in the decision of the arbitrator. Submission to arbitration pursuant to the provisions of this section shall be a condition precedent to the bringing of an action with respect to this Agreement.

### 23. Prevailing Terms

The terms and conditions of any other form, purchase order or invoice shall incorporate only the TOS of this Agreement and the terms and conditions contained in the Term Sheet executed by the Subscriber shall supersede any conflicting terms and conditions contained in these TOS.

### 24. Miscellaneous Provisions

a. Contact Information: The Subscriber must provide [www.greenwebsolution.com](http://www.greenwebsolution.com) with, and keep current, good contact information for the Subscriber. E-mail, fax and telephone contacts are used, in that order of preference.

b. Waiver: A waiver by the Company of any breach of any provision of this Agreement by the Subscriber shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof.

c. Assignment: The Subscriber shall not transfer or assign this Agreement without the prior written consent of the Company. The Company may assign this Agreement at any time without consent from or notice to the Subscriber.

d. Entire Agreement: This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and there are no representations, warranties, covenants, agreements or collateral understandings, oral or otherwise, expressed or implied,

affecting this instrument which are not expressly set forth herein.

e. Governing Law: This Agreement shall be governed by and construed in accordance with the

laws of the Province of Ontario and the laws of Canada, as applicable.

f. Severability: In the event that any of the provisions of this Agreement are held to be invalid or

unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and

enforceable with the invalid or unenforceable parts severed from the remainder of the Agreement.

g. Force Majeure: Other than with respect to the payment of fees to

[www.greenwebsolution.com](http://www.greenwebsolution.com), in no event

shall either party have any liability for failure to comply with this Agreement, if such failure results

from the occurrence of any contingency beyond the reasonable control of the party including,

without limitation, strike or other labour disturbances, riot, theft, flood, lightning, storm, any act

of God, power failure, war, national emergency, interference by any government or governmental

agency, embargo, seizure, or enactment of any law, statute, ordinance, rule or regulation.

h. Third Party Beneficiaries: Except as otherwise specifically stated in this Agreement, the

provisions of this Agreement are for the benefit of the parties hereto and not for any other person.

i. Currency: Except as otherwise provided in this Agreement, all monies referred to in the

Agreement shall be in US currency.

j. Language: The parties hereto have required that this Agreement and all documents or notices

resulting therefrom or ancillary thereto be drawn up in the English language.

k. Time of the Essence: Time shall be of the essence of the Agreement and of each and every

provision contained in it. No extension or variation of the Agreement will operate as a waiver of this

provision.

l. Agency: No agency, partnership, joint venture or employment is created as a result of this

Agreement and the Subscriber does not have any authority of any kind to bind [www.greenwebsolution.com](http://www.greenwebsolution.com) in any

respect whatsoever.

m. Headings/Gender: The captions contained in this Agreement are for convenience only and

are not considered as part of the Agreement and do not in any way limit or amplify

the terms or provisions of the Agreement. Words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.

n. Enurement: This Agreement shall be binding upon and enure to the benefit of the parties and their respective legal successors and permitted assigns.

o. www.greenwebsolution.com takes no responsibility for any material input by others and not posted to the www.greenwebsolution.com network by www.greenwebsolution.com. www.greenwebsolution.com is not responsible for the content of any other websites linked to the www.greenwebsolution.com network; links are provided as Internet navigation tools only.

www.greenwebsolution.com disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.

## 25. Survival of Obligations

The provisions of sections 3, 4, 5, 6, 16, 19, 20, 21, 22, 23 and the miscellaneous provisions under section 24.

## 26. Responsibility for Content

The Subscriber, as www.greenwebsolution.com's customer, is solely responsible for the content stored on www.greenwebsolution.com's Services.