

GreenTree Software Email Account Terms Of Use.

current version is maintained at <http://www.greentreesoftware.ca/email/legal/>

ACCEPTANCE

By using your account, you accept these terms in their entirety and agree to be bound by them.

PRE-AMBLE

We would much rather trust everyone to act in a respectful and responsible way in the use of their GreenTree Software Email account, but unfortunately a very small number of people need these clarifications, so with regret, we offer these terms of use, so that the vast majority of our responsible customers will not be inconvenienced by an inconsiderate few.

GreenTree Software offers a very high quality email account, and in order to maintain the quality and reputation of the service has a number of usage restrictions on your email account. Some of these obligations are the result of the Terms of Use that GreenTree Software has agreed to with its service providers. These terms of use are offered in the spirit of fairness with the intent of protecting the rights of the customer to enjoy the service, as well as to protect the rights of GreenTree Software.

DEFINITIONS

We, us, our, GreenTree Software, GreenTree: refers to GreenTree Software.

You, your, user, customer: refer to the customer of GreenTree Software.

Service: Refers to the email accounts and any forwarding, filtering, or web-mail services provided to you by GreenTree Software.

Site: Refers primarily to www.GreenTreesoftware.ca and pages linked to it that are under the direct and complete control and ownership of GreenTree Software.

CUSTOMER ACCOUNT, PASSWORD, SECURITY AND RESPONSIBILITY

In registering for your account, you must complete the registration process by providing us with current, complete and accurate information on the applicable registration form. You then will choose or be assigned a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify GreenTree Software immediately of any unauthorized use of your account or any other breach of security. GreenTree Software will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. If you allow another person to use your account, you could be held liable for losses incurred by GreenTree Software or another party related to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

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 GreenTree Software, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via your account.

FEES AND PAYMENT

GreenTree Software in consideration of the fees paid by the customer will provide an email account and related services, making every reasonable effort to ensure that the customer's information is safe, and that the account is operational so the customer can enjoy it.

Hosting is prepaid annually or billed by recurring monthly credit card payment via GreenTree Software's online payment processor.

WHAT IS OFFERED:

In addition to other things, we design and host websites and we provide email accounts, which have the ability to send and receive email using that account. These are accessed via the Internet using a computer or similar device. Obtaining a computer and Internet access is the customer's responsibility.

TERMS OF USE RESTRICTIONS:

You agree that when using your email account, you will not:

1. Illegal purposes

- Use your account to coordinate, promote or encourage any unlawful practice.
- Use your account for an unlawful practice. A practice is deemed unlawful if it is unlawful in any jurisdiction within North America.
- Engage in gambling, betting or gaming
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents to do the same.
- Use any material or information, including images or photographs, which is made available through the GreenTree Software Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Knowingly distribute or receive illegally copied files or programs.
- Create a false identity for the purpose of misleading others.
- Violate any applicable laws or regulations.

2. Spamming

- Use your account to initiate or participate in, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Harvest or otherwise collect information about others , including e-mail addresses for the purpose of spamming.

3. Offensive content

- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent, pornographic or unlawful topic, name, material or information.
- Publish, post, upload, distribute or disseminate any topic, name, material or information that incites discrimination, hate or violence towards one person or a group because of their belonging to a race, a religion or a nation, or that insults the victims of crimes against humanity by contesting the existence of those crimes.

4. Hacking

- Knowingly upload files that contain viruses, trojan horses, worms, time bombs, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Restrict or inhibit any other user from using and enjoying their account.
- Engage in hacking, cracking or related activities that breach the security of others.

5. Reselling Services

- Sublet or re-sell your account.

6. Violating this and other agreements with GreenTree Software

- Violate the Terms of Use Agreement for Hosting you may have through GreenTree Software or the Terms of Use Agreement for any other service you are receiving from GreenTree Software.

GreenTree Software has no obligation to monitor your email account. However, GreenTree Software reserves the right to automatically filter materials posted through the account and to remove any materials that are in violation of these Terms Of Use in its sole discretion. GreenTree Software reserves the right to test the sending and receiving of email through your account when you initiate a request for support with your account.

GreenTree Software reserves the right at all times to disclose any information as GreenTree Software deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in GreenTree Software's sole discretion.

GREENTREE SOFTWARE PORNOGRAPHIC CONTENT POLICY

What is illegal varies from place to place. We are bound legally and morally to not allow any pornographic (AKA adult content) material. You may not use the site we provide you with, the domain registration we make for you, or the email addresses we may provide you with for pornographic purposes. Violations are determined at the sole discretion of GreenTree Software.

What does GreenTree Software consider "PORNOGRAPHIC?"

1. Any image, animation, audio-file, or text whose purpose is to gain revenue from or promote pornographic content.
2. Any image, animation, audio-file, or text which is sexually explicit.
3. Any image, animation, audio-file, or text which features partial or complete nudity or nakedness.
4. Hyperlinks to sites which violate policy #1 or #2 or #3.

STORAGE SPACE AND OTHER LIMITATIONS

You agree that in order to prevent the abuse of the system by spammers and hackers, and so that they system is available for the use and enjoyment of customers; GreenTree Software may establish limits concerning use of any GreenTree Software Service. This includes but is not limited to the maximum volume of e-mail messages that will be retained, the maximum number of e-mail messages that may be sent from or received by an account per hour, the maximum size of an e-mail message that may be sent from or received by an account, the maximum disk space that will be allotted on GreenTree Software's servers on your behalf either cumulatively or for any particular service, and the maximum number of times and duration you may access any GreenTree Software Service in a given period of time.

You agree that GreenTree Software has no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by any GreenTree Software Service. You acknowledge that the features, parameters (for example, the amount of storage available to users) or existence of any GreenTree Software service may change at any time. You acknowledge that GreenTree Software reserves the right to sign out, terminate or delete your accounts for any particular Web site or service within GreenTree Software that are "inactive" for an extended period of time.

ACCOUNT TERMINATION / RESTRICTION

If GreenTree Software has a good-faith belief that this is in the best interest of itself, it's service providers, or it's customers. Including but not limited to violations of these terms of use, we reserve the right to terminate access to your email account at any time, without prior notice.

If these Terms Of Use are broken, GreenTree Software reserves the right, in its sole discretion, to suspend or terminate your access to any services or any portion thereof at such time as these Terms Of Use are considered to be broken. GreenTree Software may also terminate or suspend your access to your email accounts for failure to pay fees owed to GreenTree Software. Upon Termination or suspension, GreenTree Software shall have no obligation to maintain any content or to forward any unread or unsent messages to you or any third party.

GreenTree Software may immediately terminate any account, which it determines, in its sole discretion, is transmitting or is otherwise connected with any 'spam' or other unsolicited bulk email.

Customer may terminate this account upon 45 days notice before the beginning of the next calendar month, and is entitled to a pro-rated refund for services not used, less a \$30CDN administration fee.

SPAM DAMAGES

In addition, because damages from spam are often difficult to quantify, if actual damages cannot be reasonably calculated then you agree to pay GreenTree Software liquidated damages of five dollars (CDN\$5.00) for each piece of 'spam' or unsolicited bulk email transmitted from or otherwise initiated with your account. Otherwise you agree to pay GreenTree Software's actual damages, to the extent such actual damages can be reasonably calculated. You agree that GreenTree Software may charge such damages to your selected Payment Method, and that failure to pay this may result in account termination. (Don't Spam)

FORCE MAJEUR

GreenTree Software shall not be liable for any delay, interruption or failure in the performance of its obligations, directly or indirectly caused by or resulting from acts of God, other spiritual beings, or any third party telecommunications or internet connectivity providers, fire, flood, accident, riot, war, government intervention or other similar event beyond the control of GreenTree Software.

LIABILITY DISCLAIMER

GreenTree Software makes no warranty that any service will be uninterrupted, timely, secure or error-free. The information, and services included in or available through the GreenTree Software's website may include inaccuracies or typographical errors. Changes are periodically made to the site/services and to the information therein. GreenTree Software and/or its respective suppliers may make improvements and/or changes in the site/services at any time. Advice received via the GreenTree Software site/services should not be relied upon for personal, technical, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

GreenTree Software and/or its respective suppliers make no representations about the suitability, reliability, availability, timeliness, lack of viruses or other harmful components and accuracy of the information, software, products, services and related graphics contained within the GreenTree Software site/services for any purpose. All such information, software, products, services and related graphics are provided "as is" without warranty of any kind. GreenTree Software and/or its respective suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.

You specifically agree that GreenTree Software shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through a GreenTree Software site/service. You specifically agree that GreenTree Software is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that GreenTree Software is not responsible for any content sent using and/or included in a GreenTree Software site/service by any third party.

In no event shall GreenTree Software and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the GreenTree Software site/services, with the delay or inability to use the GreenTree Software site/services or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the GreenTree Software site/services, or otherwise arising out of the use of the GreenTree Software site/services, whether based on contract, tort, negligence, strict liability or otherwise, even if GreenTree Software or any of its suppliers has been advised of the possibility of damages. Because some provinces/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the GreenTree Software site/services, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the GreenTree Software site/services.

GENERAL

This Agreement is governed in accordance with the Federal Laws of Canada and the Provincial Laws of British Columbia. Customer hereby consents to the exclusive jurisdiction and venue in Vancouver, British Columbia, Canada in all disputes arising out of or relating to the use of the GreenTree Web Site Hosting or Services. Use of the GreenTree Web Site and Services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. Customer agrees that no joint venture, partnership, employment, or agency relationship exists between Customer and GreenTree Software as a result of this Agreement or the use of the GreenTree Services. GreenTree Software may assign this Agreement, in whole or in part, at any time. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision nor shall such a waiver constitute a continuing waiver unless otherwise expressly provided in writing duly executed by the party to be bound. Neither this Agreement, in whole or in part, nor any rights

under it may be assigned, transferred, shared or delegated by the Customer without the prior written consent of GreenTree Software. This Agreement shall be binding upon the heirs and successors of the parties hereto, the assigns of GreenTree Software, and the permitted assigns of Customer. GreenTree Software's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of GreenTree Software's right to comply with governmental, court and law enforcement requests or requirements relating to Customer's use of the GreenTree Service or information provided to or gathered by GreenTree Software with respect to such use. If any of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. This Agreement constitutes the entire Terms Of Use Agreement between the customer and GreenTree Software with respect to the GreenTree Service and this Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the customer and GreenTree Software with respect to the GreenTree Service. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

COPYRIGHT AND TRADEMARK NOTICES

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TRADEMARKS: GreenTree and other names of GreenTree Software products and/or services referenced herein are trademarks or registered trademarks of GreenTree Software.

CHANGES TO THESE TERMS OF USE

GreenTree Software will occasionally update these Terms Of Use to reflect company and customer feedback. If there are material changes to these terms, GreenTree Software will prominently post such changes on its website prior to implementing the change. GreenTree Software encourages you to periodically review these terms to be informed of how GreenTree Software is protecting your rights and this service. The Current Terms Of Use are maintained at <http://www.greentreesoftware.ca/email/legal>

CONTACT INFORMATION

GreenTree Software welcomes your comments regarding these Terms Of Use. To comment, or report a violation of these terms, contact GreenTree Software by telephone, e-mail, or postal mail.

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