

TERMS OF USE AGREEMENT FOR WEBSITE HOSTING BETWEEN CUSTOMER AND  
GREENTREE SOFTWARE

GreenTree Software offers a Web Site [www.GreenTreeSoftware.ca](http://www.GreenTreeSoftware.ca), referred to as “site”, as well as website hosting services referred to herein as “services”.

**PRE-AMBLE**

We would much rather trust everyone to act in a respectful and responsible way in the use of their GreenTree Software web-hosting 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 high quality hosting 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.

The GreenTree Site and its associated services and other services which may be offered from time to time, (each feature individually and collectively referred to as the “Service”), is offered to Customer only on Customer’s acceptance without modification of the terms, conditions and notices contained herein. This service is offered to individuals who are at least 18 years old. By completing the registration process and using the Service, Customer is stating that Customer is eligible for an account, has fully understood the contents herein and agrees to be bound by all of these terms, conditions and notices (Terms of Use and Notices).

This Agreement is effective as of the Customer account creation date (the “Effective Date”) between the Customer and GreenTree Software. GreenTree Software agrees to provide hosting Service and Customer agrees to utilize the Service according to the terms of this Agreement and notices appearing with the Order Form(s).

**1. FEES AND PAYMENT**

Customer shall pay all charges, including applicable taxes, for the Services in accordance with the rates established by GreenTree Software, which may be amended from time to time upon reasonable notice to Customer. Service fees are payable, in advance, at the beginning of each billing period, together with any additional charges from previous periods. Where an invoice is delivered (Postal mail, email, online credit card payment request) to Customer, Customer shall remit payment by no later than the specified payment due date. GreenTree Software shall be entitled to immediately terminate this Agreement for Customers failure to make timely payments. Certain services carry an initial set-up fee in order to have use of the Services. If Customer terminates this Agreement, Customer shall be responsible for any outstanding fees owed to GreenTree Software and agrees to pay any and all fees incurred. Customer shall be responsible for Service fees incurred each billing period and Customer agrees that no refunds will be issued for any unused portion of the Services regardless of when Customer cancels the services. Where an amount was not paid when due, Customer agrees to pay interest at the rate of 1.5% per month (18% per year) or, if such rate is in excess of the rate allowed by law, then Customer agrees to pay the highest rate allowed by law. Additionally, Customer agrees to pay all costs of collection, including costs of litigation and attorney’s fees. A \$30.00 (thirty CA Dollars) collection fee will be charged for all dishonoured cheques.

**2. MODIFICATION OF THESE TERMS OF USE**

GreenTree Software reserves the right to change the terms, conditions, notices and policies under which the GreenTree Site and services are offered. Customer is responsible for regularly reviewing these terms and conditions. Continued use of the GreenTree site and services after any such changes shall constitute Customer’s consent to such changes. The most current version of this document will be in the Internet at “<http://www.greentreesoftware.ca/clients/docs>”

### 3. CUSTOMER ACCOUNT AND PASSWORD

To access Customer's email and/or account through GreenTree Software's email or file server, Customer is required to identify Customer's current user name and password. Customer is entirely responsible for maintaining the confidentiality of password and account. **Customer may not transfer or give out their password to third parties. Furthermore, the Customer of record is entirely responsible for any and all activities that occur under their account, with or without the knowledge or consent of GreenTree Software.**

### 4. TERM

This Agreement shall be effective on a calendar month-to-calendar month basis or a 1-year term as set forth on the Effective Date and continuing until terminated as provided herein. GreenTree Software may revoke this Agreement in accordance with the terms herein at any time prior to the Effective Date.

### 5. PRIVACY

It is GreenTree Software's policy to respect the privacy of its Customers. We will not monitor, edit, or disclose any personal information about Customer or Customer's use of the service, without prior permission unless GreenTree Software has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of GreenTree Software; (3) enforce these Terms of Use; or (4) act to protect the interests of its customers or others. (See Privacy Policy for more details) (5) provide the customer with aggregate website usage statistics.

### 6. ACCEPTABLE USES

As a condition of Customer's use of the Service, Customer warrants to GreenTree Software that they will not use the Service for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

Any unauthorized commercial use of the Service, or the resale of its Services, is expressly prohibited.

Customer agrees to abide by all applicable local, Provincial or state, national and international laws and regulations and is solely responsible for all acts or omissions that occur under Customer's account or password, including the content of Customer's transmissions through the Service. By way of example, and not as a limitation, **Customer agrees not to:**

- Use the Service in connection with pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Use another site's mail server to relay mail without the express permission of the site.
- Send out unsolicited email from any other network that advertises, promotes or in any way points to a location inside GreenTree Software's websites and/or related websites.
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information, including pornography.
- Transmit or upload any material that contains viruses, trojan horses, worms, time bombs or any other harmful or deleterious programs.
- Transmit or upload any material that contains software or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless Customer owns or controls the rights thereto or has received all necessary consents.
- Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means.
- Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks.
- Violate any applicable laws or regulations including, without limitation, laws regarding the transmission of technical data or software exported from Canada through the Service.
- Violate other Terms Of Use agreements between the customer and GreenTree Software.
- Facilitate, aid or encourage any of the above activities.

Customer is prohibited from utilizing GreenTree Software Services and/or related services to compromise the security or tamper with system resources or accounts on computers at GreenTree Software or at any other site.

Specific activities that are prohibited include, but are not limited to:

- Use or distribution of tools designed for compromising security.
- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the network or system.
- Deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

## GREENTREE SOFTWARE PORNOGRAPHIC CONTENT POLICY

What is illegal varies from place to place. We are bound legally and morally to not allow any pornographic (adult content) material on our service. 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 that is sexually explicit.
3. Any image animation, audio-file, or text that features partial or complete nudity or nakedness.
4. Hyperlinks to sites who violate policy #1 or #2 or #3.

GreenTree Software, in its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violation of these Guidelines could also subject the Customer to criminal or civil liability. If GreenTree Software believes, in its sole discretion, that a violation of these Guidelines has occurred, such action may also include, but is not limited to, temporary or permanent blocking of access to the Services, and the suspension or termination of the Service. GreenTree Software will also fully cooperate with law enforcement authorities in investigating suspected illegal activities.

Customer will have the ability to request the restoration of any files that are regularly archived by GreenTree Software; while committed to doing a high quality backup with regularity, GreenTree Software does not guarantee the existence, accuracy, or regularity of its backup services. This is typically offered as benefit to existing customers rather than a paid service.

## 7. LIABILITY DISCLAIMER

The information and services included in or available through the Service may include inaccuracies or typographical errors. Changes are periodically added to the information herein. GreenTree Software and/or its respective suppliers may make improvements and/or changes in the Service at any time.

Customer specifically agrees that GreenTree Software shall not be responsible for unauthorized access to or alteration of Customer's transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Service. Customer specifically agrees 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. Customer specifically agrees that GreenTree Software is not responsible for any content sent using and/or included in the Service by any third party.

GreenTree Software and/or its respective suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the Service for any purpose. The Service is provided "as is" and "as available" without warranty of any kind. GreenTree Software and/or its

respective suppliers hereby disclaim all warranties and conditions with regard to the Service, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

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 service or related Web sites, with the delay or inability to use the Service or related Web sites, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Service, or otherwise arising out of the use of the Service, 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 jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to Customer. The limitations on liability contained in this Agreement survive the termination of this Agreement. Without limiting the generality of the foregoing, the liability of GreenTree Software to the Customer is limited to one month's service fee and no more.

If a Customer is dissatisfied with any portion of the Service, or with any of these terms of use, Customer's sole and exclusive remedy is to terminate this Agreement in accordance with its terms and discontinue the service.

#### 8. INDEMNIFICATION

Customer agrees to defend, indemnify and hold GreenTree Software, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of any act or omission of Customer under this Agreement or Customer's use of the Service. This specifically includes any liability to which GreenTree Software may be exposed, arising out of Customer having access to any domain name or other server, and Customer hereby releases and holds GreenTree Software harmless from and against any such liability or damage.

#### 9. TERMINATION

Upon any breach or suspected breach of this Agreement by Customer, GreenTree Software, in its sole discretion, without prior notice, may immediately (1) block access to the Service or (2) suspend the Service or (3) terminate this Agreement. Upon termination of the Agreement, Customer's right to use the Service immediately ceases. GreenTree Software has no obligation to maintain any content in connection with the Customer's use of the Service. GreenTree Software may also terminate this Agreement without cause at any time upon thirty (30) days notice.

Customer may terminate this Agreement upon forty-five (45) days notice and full payment of all fees through the end of the notice period.

#### 10. FORCE MAJEURE

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.

#### 11. NOTICE

Notice to GreenTree Software shall be in writing and delivered by hand, e-mail, facsimile, or, if sent by certified mail, return receipt requested, or a nationally recognized overnight delivery service that keeps records of deliveries and attempted deliveries. It is imperative that GreenTree Software be able to contact Customer at all times. Customer must promptly advise GreenTree Software of any changes to its contact information, including mailing, e-mail and phone number. Failure to do so constitutes grounds for immediate Agreement termination: moreover, any notices from GreenTree Software to Customer sent to Customer's last known e-mail address as provided by Customer shall be deemed effective even if Customer has failed to provide updated information to GreenTree Software.

## 12. 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 Web Site or 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 Web Site or 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 Site and Service and this Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and GreenTree Software with respect to the GreenTree Site and 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. Current version maintained on the Internet at "<http://www.greentreesoftware.ca/hosting/legal>"

## COPYRIGHT AND TRADEMARK NOTICES

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