

Terms of Service

TrussWise Solutions Inc. (TrussWise) provides Software as a Service (SaaS) subscription services as further described in this agreement and on our Website (trusswise.net). This Agreement is between TrussWise Solutions Inc. ("TrussWise") and the client who has been granted access to the site for any purpose (free trial, subscription or agreement of any type). Logging into the site will be a confirmation of agreement with TrussWise Terms of Service and Privacy Policy. Together with our Privacy Policy, this agreement governs the business relationship between TrussWise and you, the Client.

1. DEFINITIONS

For purposes of this Agreement, the terms below shall have the meanings defined below. Additional terms are defined in the preamble above and throughout this Agreement.

- (1) "Client Content" means any data, information, trade-marks, logos, files, images, text or other content that may be provided by Client or its authorized users for use in conjunction with the Software or Services.
- (2) "SaaS Term" means the period during which the Services and access to the Software will be provided by TrussWise to the Client, including the Free Trial Period, Initial Term and any Renewal Terms (as each is defined in Section 5(1)).
- (3) "Services" means the use of the TrussWise application offered through our customer login hosted on our Website, or any other services provided by TrussWise Solutions Inc.
- (4) "Feedback" means any client feedback, questions, comments, suggestions, ideas, materials or other information about the Services.
- (5) "Confidential Information" means: (a) any and all information which is disclosed by either party to the other verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (b) the terms, including without limitation, the pricing of the Services and any proposals or other documents that preceded this Agreement. Confidential Information may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, financial information, confidential information concerning any of TrussWise's past, current or possible future programs, and confidential information concerning TrussWise's business or organization, as TrussWise has conducted it or as TrussWise may conduct it in the future. In addition, Confidential Information may include information concerning any of TrussWise's past, current, or possible future products or methods, including information about TrussWise's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing and/or software (including third party software). Confidential Information includes information passed from TrussWise to the Client but also includes Confidential Information from the Client to TrussWise.

2. WEB-BASED LICENSE

Subject to your compliance with the terms and conditions of this Agreement, TrussWise hereby grants to you a limited, non-exclusive, revocable, non-assignable, non-sublicensable, non-transferable license to use and access our Services solely for your use during the SaaS Term.

However, such license is subject to this Agreement, and does not include the right to: (i) sell, lease, license, or sub-license the Services or the documentation; or (ii) decompile, disassemble, or reverse engineer the Services, in whole or in part; or (iii) write or develop any derivative software or any other software program or application, based upon the Services or any confidential information; or (iv) use, copy, exploit, or permit use of the Services except as expressly authorized in this Agreement; or (v) if you are using the Services as part of a trial use arrangement, continue to use the Services for longer than the trial period expressly authorized by TrussWise.

These Terms of Service grant access only and transfers to you no ownership interest in the Services or documentation. TrussWise reserves all rights not expressly granted herein. Furthermore, except as expressly granted herein, nothing in this Agreement shall be construed as conferring on you by implication or otherwise, any right, title or interest in, or any license under, any copyright, patent or trade secret now or subsequently owned by TrussWise.

The Client acknowledges that its access and use of the Service will be web-based only. The Service will not be provided to Client in CD-ROM form (or any other form of media) and, subject to the Purchase Agreement, will not be installed on any servers or other computer equipment owned or otherwise controlled by Client. Instead, the Software will be hosted by TrussWise (as described in Section 3) and accessed and used by Client through the use of the Internet and Client's computers.

3. ACCESSIBILITY

TrussWise will make the Service available for the Client's use during the SaaS Term on the Client's computer systems that meet TrussWise system recommendations. TrussWise will provide the Client with secure access to the latest supported version of the Service via the Internet from the hosting facility that TrussWise either owns or leases from a third party hosting vendor (the "Hosting Site") on a 24/7 basis, except for scheduled system back-up or other on-going maintenance as required and scheduled in advance by TrussWise. TrussWise will provide a single administrator user account for secure administrator access.

4. FEES AND PAYMENT

Selling Agent. SaaS Purchase Agreement to be negotiated through the selling agent, Trusswise LLC.

Subscription Fee. The Client shall pay a "Subscription Fee" on a monthly or annual basis during the SaaS Term as described in the Purchase Agreement. The Subscription Fee is fixed for the Initial Term (defined below). The Subscription Fee for any Renewal Term (defined below) may be subject to an inflationary adjustment defined at the time of renewal.

5. TERM AND TERMINATION

(1) Initial Term; Renewal Terms. The SaaS Term will commence on the "Commencement Date" indicated in the notice delivered by TrussWise to the Client when TrussWise begins making the Software available to the Client via the Internet (the "Commencement Notice"). The SaaS Term shall continue in effect for a period of twelve (12) months following the Commencement Notice (the "Initial Term"), unless sooner terminated as provided in this Agreement. Upon expiration of the Initial Term, the SaaS Term shall automatically renew for successive renewal terms of twelve (12) months each (each a "Renewal Term") unless sooner terminated as provided in this Agreement, or unless either party gives written notice of termination to the other party at least ninety (30) days prior to the end of the Initial Term or any Renewal Term.

(2) Termination for Breach. Notwithstanding Section 5(1), either the Client or TrussWise may terminate the SaaS Term as a result of a material breach of this Agreement by the other party, if: (a) such party provides written notice to the other party of the material breach; and (b) such material breach is not resolved within thirty (30) days of notification, or, in the case of a failure to pay fees in a timely manner by the Client, a ten (10) day period. For purposes of this Section 5(2), a material breach by TrussWise shall include, but not be limited to, a failure to provide at least 99.5% availability in three (3) calendar months of any calendar year and for which credits have been applied under Section 7(2) below.

(3) Effect of Termination. In the event the SaaS Term is terminated by the Client for convenience or by TrussWise as a result of a material breach by the Client prior to the completion of the Initial Term or any Renewal Term, the Client shall pay any amounts owed to TrussWise under this Agreement, including the Subscription Fees owed for the entire Initial Term or any Renewal Term(s), as the case may be. Both parties acknowledge that this payment represents a reasonable estimate of TrussWise's damages in the event of an early termination. In the event of termination of the SaaS Term for any reason, the Client's access and use of the Service shall cease immediately, and the provisions of Sections 13, 16, 17 and 18 shall survive.

6. MAINTENANCE WINDOWS

TrussWise and/or its third party hosting or telecommunications vendor(s) may perform system maintenance, from time to time ("Maintenance Windows"), and TrussWise will announce all planned Maintenance Windows ten (10) days in advance. Notifications of planned system Maintenance Windows shall be delivered to the Client's primary contact (designated per Section 11 below) via electronic mail. The Client understands and agrees that there may be instances where TrussWise and/or its third party hosting or telecommunications vendor(s) need to interrupt access to the Software without notice in order to protect the integrity of the Services due to security issues, virus attacks, spam issues or other unforeseen circumstances.

7. AVAILABILITY

(1) Commitment Level. TrussWise will provide 99.7% "availability" to the Software during the SaaS Term, calculated on a monthly basis. If TrussWise provides 99.5% or less availability in any given calendar month, TrussWise shall credit ten (10%) percent of the Subscription Fee for such month to the Client to be applied against the Subscription Fee for the next Renewal Term. If TrussWise provides 99% or less availability in any given calendar month, TrussWise shall credit twenty (20%) percent of the Subscription Fee for such month to the Client to be applied against the Subscription Fee for the next Renewal Term.

(2) Credit Rights. The Client must notify TrussWise in writing of both the date and the amount of time the Service was unavailable (excluding any Maintenance Windows) within five (5) business days of the end of the month in which unavailability occurred. TrussWise will confirm the information provided in such notice. If TrussWise cannot confirm the time that the Service was unavailable, then the Client and TrussWise agree to refer the matter to executives at each company for resolution. If TrussWise confirms that TrussWise is out of compliance with its availability commitment, the Client will receive the credit set forth in Section 7(1). The credits described above shall be the sole and exclusive remedy to the Client for any unavailability. Except as expressly set forth herein, any remedy the Client may receive pursuant to this Section 7 does not relieve the Client, or allow a set-off, of any other payment obligations to TrussWise under this Agreement.

(3) System Monitoring. TrussWise will monitor performance indicators on the systems and network infrastructure (its own and/or that of third-party suppliers) in order to gauge the overall performance of its hosting services, and will take reasonable steps to address systems and network infrastructure as required to maintain application performance. TrussWise will use an internal system to measure whether the Service is available, and the Client agrees that this system will be the sole basis for resolution of any dispute that may arise between the Client and TrussWise regarding this Agreement. TrussWise will not systematically monitor Client Content, but TrussWise reserves the right to review Client Content from time to time in its discretion to ensure the performance of the systems, network infrastructure and the Service.

(4) Stored Data. The TrussWise database is backed up twice per day. The client accepts that in the event of a database failure, up to 12 hours of stored data may be irretrievable.

8. USER CONTENT

Our Services may allow you and other users to create, store and share content, including text, files, photos, and other data (collectively, "User Content"). Any User Content uploaded, submitted, or shared on the Services is subject to our Privacy Policy. We will own exclusive rights, including, without limitation, all intellectual property rights, in and to User Content and will be entitled to the unrestricted use and dissemination of User Content for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You may not create, upload, store or share any User Content that violates this Terms of Service or for which you do not have all the rights necessary to grant us the license described above. Although we have no obligation to screen, edit or monitor User Content, we may delete or remove User Content at any time and for any reason.

9. FEEDBACK

If you provide feedback, questions, comments, suggestions, ideas, original or creative materials or other information about the Services (collectively, "Feedback"), you understand that such Feedback is nonconfidential and will become the sole property of TrussWise. We will own exclusive rights, including, without limitation, all intellectual property rights, in and to Feedback and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

10. UPGRADES

(1) Minor Upgrades. TrussWise will install minor upgrades/releases of the Service that are generally made available to its other subscribers, including improvements and/or fixes, as they are made available, at no charge during the SaaS Term. TrussWise will determine and provide notice to the Client of the Maintenance Window for all planned upgrades as described in Section 6 of this Agreement.

(2) Major Upgrades. Major releases and related conversions require careful planning and data decisions that must be managed jointly by Client and TrussWise. Service upgrades of major releases will be performed by TrussWise on a mutually agreed upon schedule not to exceed one (1) year after a major release of the Software at no charge for the SaaS Term.

(3) Client Content. TrussWise will make every attempt to preserve Client Content during upgrades. TrussWise will not be held liable for any loss of User Content that may result from updates to the Service.

12. CLIENT RESPONSIBILITIES

Client is responsible for maintaining its user desktops and providing users network access to the Service. The Client is also responsible for ensuring that its users comply with this Agreement with respect to use of the Services. The Client shall provide connectivity and security to the Internet for its location(s) for purposes of providing adequate access to the Service hosted at the Hosting Site. TrussWise shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by the Client in accessing the Internet to access the Service. The Client shall provide adequate industry "best practice" standards to ensure reasonable security for integration between the Client's location(s) and Software hosted by TrussWise. The Client shall provide accurate input information in the manner reasonably prescribed by TrussWise in connection with the Services provided under this Agreement. The Client shall be responsible for ensuring that any Client Content is accurate, not corrupt in any way, and does not contain any viruses.

13. INTELLECTUAL PROPERTY RIGHTS

Client agrees that the Software, User Documentation and Services are proprietary products and services and that all right, title and interest in and to the Software, User Documentation and Services, including all associated intellectual property rights, are and shall at all times remain with TrussWise. The Software contains trade secret and proprietary information owned by TrussWise and is protected by copyright laws and international trade provisions. The Client must treat the Service like any other copyrighted material and the Client may not copy or distribute the Software or the User Documentation, electronically or otherwise, for any purpose. The Client hereby grants to TrussWise a non-exclusive right to use all Client Content as necessary solely for the purposes of providing the Software and Services to the Client and its authorized users pursuant to this Agreement.

14. OTHER RESTRICTIONS

Use of the Software and Services is restricted to use by the Client only, and only for Client's internal business purposes. Client may not use the Software for the benefit of any third parties or provide other access or use of the Service to third parties. The Client may not, directly or indirectly, sublicense, assign, transfer, sell, rent, lend, lease or otherwise provide the Software, Services (or any portion thereof, including without limitation any capacity) or the User Documentation, or any portions thereof, to any third party, and any attempt to do so is null and void. The Client may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the Service.

The Service and Client Content shall not be used for any commercial purpose beyond the functionality driven by the Service. The Client will not use the Software or Services to take any actions that: (a) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (c) are defamatory, trade libelous, threatening, harassing or obscene; or (d) constitute unauthorized entry to any machine accessible via the network. Client shall not interfere with or disrupt network users, services or equipment with the intent to cause an excessive or disproportionate load on TrussWise's or its third party vendor(s)'s infrastructure by means of (but not limited to) distribution of unsolicited bulk emails or chain letters, viruses, Trojan horses, worms, or other similar harmful or deleterious programming routines. TrussWise may, in its discretion, revise these service use restrictions upon prior notice to Client.

15. WARRANTIES

(1) Mutual Warranties. Each party warrants that: (a) it has the right and power to enter into this Agreement; and (b) it will comply with any applicable laws and regulations pertaining to this Agreement.

(2) TrussWise Limited Warranty. During the SaaS term, TrussWise warrants that the Services shall be provided by qualified professionals and performed in a professional and workmanlike manner in accordance with recognized industry standards (the "Services Warranty").

(3) Disclaimers. EXCEPT AS PROVIDED IN THIS SECTION 15, THE SERVICES HEREUNDER ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. CLIENT RECOGNIZES THAT THE "AS IS" CLAUSE OF THIS AGREEMENT IS AN IMPORTANT PART OF THE BASIS OF THIS AGREEMENT, WITHOUT WHICH TRUSSWISE WOULD NOT HAVE AGREED TO ENTER INTO THIS AGREEMENT. TRUSSWISE DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS OBTAINED BY CLIENT IN USING THE SOFTWARE OR THE SERVICES, OR THAT THE SOFTWARE OR THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE AND THE DELIVERY OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. TrussWise EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SOFTWARE AND THE SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, REGARDING THE SOFTWARE OR THE SERVICES SHALL BE DEEMED A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF TRUSSWISE WHATSOEVER. CLIENT ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTY IN THIS AGREEMENT.

16. CONFIDENTIAL INFORMATION

(1) Treatment of Confidential Information. Confidential Information shall be treated as strictly confidential by both parties (TrussWise and the Client), and shall not be disclosed by the recipient to any third party, unless as authorized by the owner of the Confidential Information. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by the recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the owner and provided further that diligent efforts are undertaken to limit disclosure.

(3) Rights and Duties. The recipient shall not obtain, by virtue of this Agreement, any rights, title or interest in any Confidential Information of the owner. Within fifteen (15) days after termination of the SaaS Term, each party shall certify in writing to the other that all copies of Confidential Information in any form, including partial copies, have been destroyed, returned or used solely as the owner so directs.

(4) Survival. The terms of this Section 16 shall survive termination of the SaaS Term. If the parties have executed a separate agreement that contains confidentiality terms prior to or contemporaneously with entering into this Agreement, those separate confidentiality terms shall remain in full force to the extent they do not conflict with this Agreement.

17. INDEMNITY

(1) By TrussWise. TrussWise shall indemnify and defend the Client against any third-party claims that the Service made available to the Client by TrussWise infringes any Canadian patent or copyright during the SaaS Term, provided that TrussWise is given prompt notice of such claim and is given information, reasonable assistance and the sole authority to defend or settle the said claim. In the defense or settlement of any claim relating to infringing Software or other Service, TrussWise shall, in its reasonable judgment and at its option and expense: (a) obtain for the Client the right to continue using the Service; (b) replace or modify the Service so that it becomes non-infringing while giving substantially equivalent functionality; or (c) if TrussWise determines the remedies in (a) or (b) are not commercially reasonable, as its sole obligation, terminate the SaaS Term. TrussWise shall have no liability to indemnify and defend the Client to the extent: (i) the alleged infringement is based on infringing information, data, software, applications, services, or programs created or furnished by or on behalf of the Client; (ii) the alleged infringement is the result of a modification made by anyone other than TrussWise; or (iii) Client uses the Service other than in accordance with this Agreement or any documentation delivered by TrussWise. This Section 17(1) states TrussWise's entire liability and the Client's sole and exclusive remedy for claims relating to infringement.

(2) By the Client. The Client shall indemnify and defend TrussWise against any third party claims: (a) resulting from the Client's use of the Services; (b) that any Client Content infringes or violates any rights of third parties, including without limitation, rights of publicity, rights of privacy, intellectual property, trade secrets or licenses; or (c) arising from or relating to Client's or its users' failure to comply with this Agreement.

(3) Mutual Indemnity. Each party ("Indemnifying Party") shall indemnify and hold the other party ("Indemnified Party") harmless against any third-party claim, including costs and reasonable lawyer's fees, in which the Indemnified Party is named as a result of the negligent or the intentional acts or omissions by the Indemnifying Party, its employees or agents, while performing its obligations under this Agreement. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and sole authority to defend or settle such claim.

(4) Survival. The terms of this Section 17 shall survive termination of the SaaS Term.

18. LIMITATION OF LIABILITY

EXCEPT FOR THE INDEMNIFICATION FOR THIRD PARTY CLAIMS PROVIDED IN SECTION 17, TRUSSWISE'S MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT, CONTRACT OR OTHER FORM OF LIABILITY, SHALL IN NO EVENT EXCEED THE FEES PAID BY THE CLIENT DURING THE ONE-YEAR PERIOD PRECEDING NOTICE TO TRUSSWISE OF THE CLIENT'S LOSS. IN NO EVENT SHALL TRUSSWISE BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA, LOST PROFITS, OPPORTUNITIES OR CONTRIBUTIONS, LOSS OF USE, GOODWILL, BUSINESS INTERRUPTION, OR OTHER PECUNIARY OR NON-PECUNIARY LOSS, HOWEVER ARISING, EVEN IF TRUSSWISE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN. THE CLIENT ACKNOWLEDGES THAT THE FEES PAID BY IT REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT TRUSSWISE WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

19. DISCLAIMER

YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED

TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, TRUSSWISE DOES NOT REPRESENT OR WARRANT THAT OUR SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WHILE TRUSSWISE ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF OUR SERVICES SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT OUR SERVICES OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES. TRUSSWISE DISCLAIMS LIABILITY FOR ANY LOSS OR OTHER DAMAGE CAUSED BY YOUR USE OF THE SERVICES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TRUSSWISE, ITS DIRECTORS, EMPLOYEES, CONTRACTORS, DISTRIBUTORS, DEALERS, OR AGENTS WILL CREATE ANY NEW WARRANTIES.

20. RELEASE

To the fullest extent permitted by applicable law, you release TrussWise and the other TrussWise Parties from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties.

21. PROHIBITED CONDUCT

You will not violate any applicable law, contract, intellectual property or other third-party right or commit a tort, and you are solely responsible for your conduct while accessing or using our Services. You will not:

- Use or attempt to use another user's account without authorization from that user and TrussWise;
- Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- Reverse engineer any aspect of our Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Services that you are not authorized to access;
- Develop or use any third-party applications that interact with our Services without our prior written consent, including any scripts designed to scrape or extract data from our Services;
- Create, upload, store or share any User Content that infringes any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Create, upload, store or share any User Content that contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or
- Use our Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates this agreement.
- You may not create a link to this App from a website or another document without TrussWise's prior written consent.

22. GENERAL

(1) Notices. Any notice or other communication required or permitted to be given in this Agreement shall be in writing and shall be delivered in person, transmitted by electronic mail or sent by registered mail. Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted or, if mailed, on the third business day following the date of mailing. Any party may at any time change its address for service from time to time by giving notice to the other parties in accordance with this Section 22(1).

(2) Assignment. Neither party shall assign this Agreement without the prior written consent of the other party, which consent will may be unreasonably withheld. Any purported assignment in contravention of this Section 22(2) is null and void. Subject to the foregoing, this Agreement will bind and endure to the benefit of any permitted successors or assigns.

(3) Entire Agreement. This Agreement, together with the Privacy Policy, constitutes the entire agreement between the parties with respect to all of the matters herein and that this Agreement supersedes all prior agreements or representations, written or oral, regarding such matters.

(4) Amendments. Except as expressly provided in this Agreement, no amendment, supplement, restatement, replacement or termination of any provision of this Agreement is binding unless it is in writing and signed the parties.

(5) Waiver. No waiver of any provision of this Agreement is binding unless it is in writing and signed by all the parties to this Agreement entitled to grant the waiver. No failure to exercise and no delay in exercising, any right or remedy, under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision.

(6) Severability. If any Section or any portion of any Section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid Section or portion thereof shall be severed from the remainder of this Agreement.

(7) Governing Law. All questions concerning the validity, interpretation and performance of this Agreement and each of the documents contemplated by or delivered under or in connection with this Agreement shall be governed by and decided in accordance with the laws of the Province of Ontario, as such laws are applied to contracts between Ontario residents that are entered into and performed entirely within the Province of Ontario.

(8) Jurisdiction and Venue. The parties hereby submit and consent to the exclusive jurisdiction of any court located within the Province of Ontario and irrevocably agree that all actions or proceedings relating to this Agreement, shall be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue to the conduct of any such action or proceeding in such court.

(9) Headings for Convenience Only. The division of this Agreement into sections, subsections, paragraphs, subparagraphs and clauses and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(10) Changes to Terms of Service. We reserve the right to change these Terms of Service from time to time upon notice to you. If we make changes to these Terms of Service, we will provide notice of such changes by posting the revised Terms of Service to the Website and updating the date at the top of these Terms of Service. In some cases, we may provide additional notice to you, such as via our Services or to an email address you have provided to us. Your continued use of the Services following our provision of any such notice will confirm your acceptance of the revised Terms of Service. If you do not agree to the modified Terms of Service, you must stop using the Services.