

Dedicated Server(s) Agreement

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

This site ("Site") is operated by Affordable Domains Canada. ("AffordableDomains.ca", "we", "our" and "us"). The term "you" or "your" includes any of your subsidiaries, affiliates, employees, agents, customers, contractors or entities you represent ("End Users").

You agree to comply with this Agreement, including any documents, policies and guidelines incorporated by reference (referred to collectively as the "Agreement", "Terms of Service", "TOS", or "Customer Agreement"). This Agreement takes effect when you order a product or service provided by us through this Site ("Service Offering") or click any "I Accept" button or check box or when you use any of our Service Offerings (the "Effective Date").

1. LAWFUL AGE OR AUTHORITY TO ENTER CONTRACT.

1.1 You represent to us that you are lawfully able to enter into contracts and are at least 18 years of age. If you are entering into this Agreement for an entity, such as a company, you represent to us that you have legal authority to bind that entity. If you are not at least 18 years of age or older or if you are not fully able and competent to enter into the terms, conditions, and representations set forth in this Agreement, please exit the Site.

2. CHANGES TO THE TERMS OF SERVICE. We may change or modify the Terms of this Agreement from time to time without notice other than by notifying you by email or on your invoice. The amended terms will become effective on the date stated in the email or invoice message. Your continued use of the Service Offerings after the effective date of any changes to the Terms of this Agreement shall constitute your consent to the changes and your agreement to be bound by the modified terms. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service Offerings, the Terms, or the Site. We last modified this Agreement on the date listed at the end of this Agreement.

3. YOUR ACCOUNT.

3.1 Generally. You may use the Service in accordance with this Agreement. You agree to adhere to all rules and regulations related to your use of the Service, including the Acceptable Use Policy.

3.2 Setting Up Your Account. To access the Services, you must create an account associated with a valid e-mail address and place an order for a Service Offering. You are responsible for all activities that occur on your account, regardless of whether the activities are by you, your employees or a third party and we are not responsible for unauthorized access to your account. You agree to contact us immediately if an unauthorized party is using your account or if your account information is lost or stolen. As you place your order for Service Offerings and set up your account, the following requirements apply:

(a) You may only create one account per customer name and all orders must include your real name, address, and phone number.

(b) Providing false information may result in immediate termination of all your accounts without refund.

(c) Opening multiple accounts will result in termination without refund.

3.3 Support. The support we generally provide to you and other users of the Services without charge is as follows:

(a) TICKET SYSTEM SUPPORT ONLY. This insures that communication can be tracked and documented. Support through our ticket system is generally available 24/7/365 on a first come, first serve delayed basis.

(b) Opening multiple tickets for the same issue within a short period of time constitutes abuse of our support ticket system and may result in termination of services without refund or notice.

(c) Swearing, threats, and other abusive language is not acceptable and may result in account termination without refund.

3.4 Third Party Content. Your use of any Third Party Content or software applications is at your sole risk.

4. SERVICE AGREEMENT ("SA").

4.1 Service Offerings. We may change or discontinue any of the Service Offerings or change or remove features of the Service Offerings at any time without notice.

4.2. Service Level Agreement. Our current Service Level Agreement (SA) is as follows:

(a) UNMANAGED SERVICES ONLY. Our 24 hour on site staff will respond to tickets regarding server hardware and service disruption issues only on a first come, first served basis. Clients are required to manage their own data backups and all software aspects of the server including operating system configuration beyond a base OS install.

(b) We strive to and anticipate that our Service will be available to you most of the time.

(c) A Service disruption occurs when your server is completely offline for more than 15 minutes due to an unplanned fault in our networking or power infrastructure.

(d) Disruptions caused by the hardware or software of the server itself are not covered by this SA.

(e) Disruptions caused by planned or unplanned maintenance are not covered by this SA.

(f) Disruptions caused as a result of actions taken by our abuse/security department are not covered under this SA.

(g) In the event that there is an unplanned Service disruption, you may open a support ticket and request an Account credit to be issued for a prorated amount of your monthly invoice amount equal to the time of the Service disruption. For example: If you pay \$60 per month for your server and it is unavailable for 24 hours (during a 30 day month) due to an unplanned service outage, you may request an account credit for \$2. You understand that this is your sole remedy for an unplanned service outage.

4.3 Changes to the Service Level Agreement. We may add, change or discontinue our Service Level Agreement from time to time in accordance with the Terms of this Agreement.

5. DATA PRIVACY.

5.1 Data Privacy. You consent to our collection, use and disclosure of information associated with the Service Offerings in accordance with our Privacy Policy.

6. YOUR DUTIES AND RESPONSIBILITIES.

6.1 Content. You are solely responsible for the development, maintenance, use and backup of Your Content. You must confirm and monitor compliance of your content with the Acceptable Use Policy, the law, and any claims that your content infringes on any person's rights.

6.2 Backup and Security. You are solely responsible for configuring and using the Service Offerings. You are solely responsible for taking any and all steps to maintain security, protection and backup of your content. We recommend that you routinely archive your content and data on a daily basis in order to protect it in case of equipment failure or accidental loss caused by equipment, network, human error, or power outage. Your failure to maintain a routine backup schedule to a remote backup location could result in a total loss of your data.

6.3 Violations. Any action that you knowingly or unknowingly permit any person or entity to take related to this Agreement or your content or use of the Service shall be deemed an act by you.

6.4 Acceptable Use Policy. You may not use, or encourage, promote, facilitate or instruct others to use, the Service Offerings or Site for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. We do not voluntarily participate in any government mass collection of data and we do not ever plan to. Prohibited activities or content include:

(a) Illegal Activities. Any illegal activities, including advertising or making available gambling sites or disseminating or promoting child pornography, are prohibited. You may not use Service Offerings in the commission of any crime that violates the laws of any local, provincial, and federal government of Canada. Violations of this provision may result in us making your information and information about your service and your use of our Service Offerings available to law enforcement with or without your consent or knowledge.

(b) Harmful or Fraudulent Activities. Activities that may be harmful to others or our operations or reputation, including promoting or disseminating fraudulent goods or services or schemes, including ponzi or pyramid schemes, phishing, or pharming, or engaging in deceptive practices.

(c) Infringing Content. You may not upload any material that violates or infringes on the copyright, intellectual property rights or trademark rights of any individual or organization.

(d) Offensive Content. Content that is defamatory, grossly offensive, obscene, abusive, invasive of privacy, or is otherwise objectionable, including content that exploits children or constitutes child pornography, relates to bestiality, expresses bigotry or hatred, constitutes harassment, or depicts non-consensual sex acts. This includes material that defames, abuses, or threatens any person or group. Content including nude art, pornography, sex-related merchandising and links to such sites elsewhere

that are permitted by the laws in the city of London, Ontario and the country of Canada comply with acceptable use.

(e) Harmful Content. Content, software or computer technology that may damage, interfere with, intercept, or expropriate any system, program, or data, including viruses, trojan horses, worms, time bombs, or cancelbots are strictly prohibited. Piracy, hacking, cracking, phreaking, warez, pyrotechnics, exploitive software and texts or communications that educate or encourage this activity and/or use are also prohibited.

(f) Security Violations. You may not use Services Offerings to violate the security or integrity of any network, computer, communications system, software application, network or computing device (each, a "System").

(g) Network Abuse. You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them. Prohibited activities include: (i) Monitoring or crawling of a System; (ii) Denial of Service (DoS) - Inundating a target with communication requests; (iii) Interfering with the proper functioning of any System, including mail bombing or flooding techniques; (iv) Operating network services like open proxies, open mail relays, or open recursive domain name servers; (v) Using manual or electronic means to avoid any use limitations; (vi) Attack traffic that disrupts any portion of our network (incoming or outgoing) will be blocked until the customer is able to work with security personnel to resolve the issue; (vii) IRC websites and IRC servers are prohibited; (viii) You may not upload ROMs and Emulators; (ix) You must contact us prior to installing a CDN within our infrastructure. "Shared Resource" CDN's are strictly prohibited.

(h) E-Mail or Other Message Abuse. You will not distribute, publish, send, or facilitate the sending of unsolicited mass/bulk e-mail (UCE) or other messages, promotions, advertising, or solicitations (like "spam"). You will not alter or obscure mail headers or assume a sender's identity. You will not collect replies to messages sent from another internet service provider. You will not reference Us in any unsolicited email that you send.

6.5 Monitoring and Enforcement. We reserve the right, but do not assume the obligation, to investigate any violation of the Acceptable Use Policy. We may:

(a) Investigate violations or misuse of the Service Offerings or Site; or terminate Service without warning, notice or refund; or remove, disable access to, or modify any content or resource; or restrict any account to Paypal only payments; or examine the contents of any account at any time that violates the Acceptable Use Policy or this Agreement.

(b) Report any activity that we suspect violates any law or regulation to appropriate law enforcement officials. Our reporting may include disclosing appropriate customer information. We also may cooperate with appropriate law enforcement agencies to help with the investigation and prosecution of illegal conduct.

6.6 Reporting of Violations of the Acceptable Use Policy. If you become aware of any violation of the Acceptable Use Policy, you will immediately notify us and provide us with assistance, as requested, to stop or remedy the violation. To report any violation of this Policy, please use our ticketing system.

7. SERVICE ORDERS & PAYMENT

7.1. Service Fees. All Services are prepaid at the time of order. We bill you monthly thereafter. We may invoice you more frequently if we believe that your account may be fraudulent or at risk of non-payment. You will pay us using one of the payment methods we support. All amounts payable will be made without setoff or counterclaim, and without any deduction or withholding. Fees for any new Service will be effective when we post updated fees on the Site unless we stated otherwise in a notice. We may increase fees for any existing Service Offerings at any time by providing you notice to your last known email address. We may charge you a late fee on all late payments and a reconnect fee on all terminated accounts.

(a) Your monthly bandwidth allotment is calculated based off your upstream plus downstream traffic. Bandwidth overages will be charged \$.02 per GB.

(b) One free manual OS reload is allowed per billing period. Each additional OS reload will incur a \$25 fee.

7.2 Taxes. All fees and charges payable by you are inclusive of applicable taxes and duties, including VAT and applicable sales tax. As such, you pay no tax.

7.3 Set Up Fees. There are no set up fees related to our standard Service Offerings.

7.4 Ordering. The order process for Service Offerings is as follows:

(a) All orders must include your real name, address, phone number and email address. Providing false information may result in immediate termination of all your accounts without refund. Clients are limited to one account. Opening multiple accounts will result in termination without refund.

(b) Orders are deployed in the order in which they are received.

(c) Payment is required at the time the order is placed. Failure to complete payment will result in the order being discarded by our system.

(d) After your initial order and your service is active (“Service Activation Date”), your monthly invoice date is every 29 to 31 days thereafter. Your monthly invoice renewal date is automatically adjusted to the approximate day of the month that your server is put online. It is your responsibility to check the monthly renewal date on your invoice to confirm when it is due.

(e) We deploy servers during business days only (Monday through Friday) except holidays. Servers are not deployed on Saturday or Sunday.

7.5 Billing. The billing process related to your Service is as follows:

(a) Due to the nature of our industry and the costs involved with provisioning and maintaining your Service, we do not offer refunds or pro-rated refunds.

(b) Invoices are generated 10 days before the date they are due. At our sole discretion, email reminders may be sent at 7 days, 4 days and 1 day before the due date to your last known email address. If your Account is set up on auto billing, your payment method will be charged two (2) days prior to the Due Date.

(c) All invoices are emailed and are available in your Account panel. Invoices are not sent via postal mail, PDF, fax or any other method other than email. We do not contact customers via phone to discuss billing issues.

(d) If your payment is declined or you fail to submit payment on or before the invoice due date, your Service will be disconnected/suspended at midnight the day it is due date and your account will be assessed a \$10.00 USD late fee.

(e) A billing dispute of any kind does not exempt you from paying current and future bills. Billing disputes resolved in the customer's favor will receive account credit for overpayment.

(f) If any chargebacks occur on your credit card or PayPal account we reserve the right to terminate all Service and recycle your server(s) without notice.

(g) Failure to make payment within 48 hours of the time we disconnect/suspend your Service will result in your Service being terminated and a termination fee of \$20.00 USD will be assessed against your Account.

(h) SERVICE TERMINATION IMMEDIATELY ERASES YOUR DATA AND YOUR DATA IS NOT RECOVERABLE.

8. SERVICE SUSPENSION

8.1 We will suspend your right to access or use any portion or all of your Service and disconnect your server immediately if we determine:

(a) your use of the Service Offerings poses a security risk, or may adversely impact the Service Offerings or our systems or Content, or may subject us to liability, or may be fraudulent or you are in breach of this Agreement (including if you are delinquent on your payment obligations). If your payment is declined or you fail to submit payment on or before the invoice due date, your Service will be suspended/disconnected at midnight the day it is due and your account will be assessed a \$10.00 USD late fee; or

(b) you have ceased to operate in the ordinary course of business, made an assignment for the benefit of creditors or become the subject of any bankruptcy, reorganization, liquidation, or dissolution.

8.2 Suspension Impact. If we suspend your right to access or use any portion or all of the Service Offerings:

(a) you remain responsible for all fees incurred through the date of suspension; and

(b) you remain responsible for any applicable fees for any Service Offerings you continue to have access to, and for fees related to in-process tasks; and

(c) Our right to suspend your access or use of the Service Offerings is in addition to our right to terminate this Agreement.

9. SERVICE TERM & TERMINATION

9.1. Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by you or us.

9.2 Termination.

(a) You may terminate this Agreement for any reason by logging into your web portal and cancelling any or all of your Service Offerings. We may terminate this Agreement at any time for any reason.

(b) For Cause Termination. Either party may terminate this Agreement for cause if there is a breach of this Agreement by the other party. We may terminate this Agreement immediately if any act or omission by you results in a suspension. Your failure to make payment within 48 hours of the time we disconnect/suspend your Service will result in your Service being terminated and a termination fee of \$10 will be assessed against your Account. SERVICE TERMINATION IMMEDIATELY ERASES YOUR DATA AND YOUR DATA IS NOT RECOVERABLE. We may also terminate if our relationship with a provider of software or technology we use to provide the Service Offerings expires or changes; or if we believe providing the Services could create a financial or technical burden or a security risk for us; or in order to comply with the law or requests of governmental entities; or if we determine any Service Offering has become impractical for any reason.

9.3. Termination Impact.

(a) Upon termination of this Agreement all your rights immediately terminate and you remain responsible for all fees incurred through the date of termination, including fees for in-process tasks and SERVICE TERMINATION IMMEDIATELY ERASES YOUR DATA AND YOUR DATA IS NOT RECOVERABLE.

(b) Post-Termination Assistance. Any post-termination assistance from us is in our sole discretion and subject to our agreement in writing from a manager. Communications from our customer service representatives through the ticketing system do not constitute our agreement to any post termination assistance. Termination erases all of Your Content and, as such, we are unable to assist in retrieving any lost data; and you will be unable to retrieve Your Content from the Services.

10. LICENSE RIGHTS AND RESTRICTIONS AND YOUR WARRANTIES

10.1 Adequate Rights. You represent and warrant to us that you have all rights necessary to enter into this Agreement; and none of Your Content or use of it or our Service will violate the Acceptable Use Policy.

10.2 Service Offerings License. As between you and us, we own and reserve all right, title, and interest in and to the Service Offerings. We grant you a limited, revocable, non-exclusive, non-transferrable license to do the following during the Term: (i) access and use the Services solely in accordance with this Agreement.

10.3 License Restrictions. You may not use Service Offerings for any purpose other than as permitted by this Agreement. All licenses immediately terminate if you do not comply with this Agreement.

11. INDEMNIFICATION

11.1. You will defend, indemnify, protect and hold harmless us and our employees, officers, directors, members or shareholders, lenders, principals, managers and representatives from and against any

claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees regardless of whether any action is ever commenced) arising out of or relating to any third party claim, suit, action or proceeding brought against us concerning: (a) your use of the Service Offerings (including any activities under your account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law, rule or regulation by you; (c) your content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by the use or marketing of Your Content; (d) a dispute between you and any End User; (e) any negligent or willful act or omission by you; (f) any damages arising out of the Service Offerings or failure of Service Offerings; or (g) the destruction or loss or damage of your data. If we are obligated to respond to a third party subpoena, order or process described above, you agree to reimburse us for reasonable attorneys' fees, as well as all employees' and contractors' time and expense spent responding to the subpoena, order or process at our then-current hourly rates. These obligations survive termination of your relationship with Affordable Domains Canada or your use of our Service or Site. Affordable Domains Canada reserves the right to assume the defense and control of any matter subject to indemnification by you, in which event you will cooperate with Affordable Domains Canada in asserting any available defenses.

11.2. Process. We will notify you of any claim subject to Section 11.1, but our failure to immediately notify you will only affect your obligations under Section 11.1 to the extent that our failure prejudices your ability to defend the claim. You may use counsel of your own choosing (subject to our written consent) to defend against a claim or to settle a claim, provided that you obtain our prior written consent. You agree that we may assume control of the defense and settlement process at any time.

12. LIMITATIONS OF LIABILITY.

IN NO EVENT SHALL WII, ITS EMPLOYEES, OFFICERS, OWNERS, REPRESENTATIVES, SERVICE PROVIDERS, SUPPLIERS, LICENSORS, AND AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF GOODWILL, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (i) THE USE OR INABILITY TO USE OUR SERVICE OR SITE OR THE CONTENT, MATERIALS, SOFTWARE, INFORMATION OR TRANSACTIONS PROVIDED ON OR THROUGH THE SITE, INCLUDING, BUT NOT LIMITED TO, THE INABILITY TO USE AS A RESULT OF ANY TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, AIR CONDITIONING OUTAGES, SYSTEM FAILURES, HUMAN ERROR, OR OTHER INTERRUPTIONS, OR (ii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICE AVAILABLE THROUGH THE SITE OR THE SITE, THE CONTENT, MATERIALS, SOFTWARE, INFORMATION, OR PRODUCTS, (iii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SITE; (iv) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE SERVICE OFFERINGS (v) UNAUTHORIZED ACCESS TO OR ALTERATION OF OR LOSS OF YOUR TRANSMISSIONS OR DATA; (vi) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SITE; (vii) THE DELAY OR FAILURE IN PERFORMANCE RESULTING FROM AN ACT OF FORCE MAJEURE, INCLUDING

WITHOUT LIMITATION, ACTS OF GOD, NATURAL DISASTERS, COMMUNICATIONS FAILURE, GOVERNMENTAL ACTIONS, WARS, STRIKES, LABOR DISPUTES, RIOTS, SHORTAGES OF LABOR OR MATERIALS, VANDALISM, TERRORISM, NON-PERFORMANCE OF THIRD PARTIES OR ANY REASONS BEYOND THEIR REASONABLE CONTROL; (viii) ANY ERROR, OMISSION, DEFECT, VIRUS OR THEFT THAT CAUSES DAMAGE OR LOSS OF YOUR CONTENT OR DATA OR (ix) ANY OTHER MATTER RELATING TO OUR SERVICE OR SITE, EVEN IF Affordable Domains Canada OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICE OR SITE IS TO STOP USING THE SITE AND/OR OUR SERVICES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY, IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF Affordable Domains Canada UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100). IF YOU DO NOT AGREE, YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICE OR SITE IS TO STOP USING THE SITE AND/OR THOSE SERVICES.

You authorize us to file a copy of this Section 12 in any proceeding as conclusive evidence that you consented to limitations of liability.

13. DISCLAIMERS.

OUR SERVICE OFFERINGS ARE PROVIDED "AS IS." WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT THE SERVICE OFFERINGS OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT & TITLE, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE.

You authorize us to file a copy of this Section 13 in any proceeding as conclusive evidence that you consented to limitations of warranties.

14. MISCELLANEOUS

14.1 Confidentiality. You may use Affordable Domains Canada Confidential information only in connection with your use of the Service Offerings and will not disclose it during the Term or at any time during the 2 year period following your termination of Service.

14.2 Force Majeure. We will not be liable for any failure or delay to perform any obligation under this Agreement where the failure or delay results from any cause beyond our reasonable control, including without limitation, acts of God, explosion, flood, fire or other casualty, vandalism, cable cut, failure of

commercial power, adverse weather conditions or other elements of nature, labor disputes or shortages or other industrial disturbances, inability to procure materials or transportation facilities, failure of any third party (including any other supplier) to provide services or facilities or equipment required for such performance or obligation, systemic electrical, telecommunications, or other utility failures, earthquake, blockages, embargoes, riots, governmental action or inaction or orders (such acts including without limitation any regulatory or administrative decision making performance or obligation economically or technically unfeasible), condemnation or the exercise of rights of eminent domain, acts of terrorism, national emergency, or war. Invocation of this clause shall not relieve you of your obligation to pay for any Services actually provided.

14.3 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and neither party is an agent of the other for any purpose or has the authority to bind the other.

14.4 No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

14.5 Waiver of Trial by Jury. We and you agree, to the fullest extent that we may lawfully do so, to waive trial by jury in any action or proceeding brought by any party to this Agreement with respect to this Agreement, or any matter related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by you, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. We or you, as applicable, are hereby authorized to file a copy of this Section 14.4 in any proceeding as conclusive evidence of this waiver by you and us, as applicable.

14.6 Import and Export Compliance. You agree comply with all applicable import and export regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and any sanctions programs implemented by the Office of Foreign Assets Control.

14.7 Notice.

(a) To You. We may provide any notice to you by: (i) posting a notice on the Site; (ii) posting a notice on your invoice or (iii) sending a message to the email address then associated with your account. Notices we provide by posting on the Site will be effective upon posting and notices we provide by email or invoice will be effective when we send the email or invoice. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

(b) To Us. To give us notice under this Agreement, you must contact Affordable Domains Canada as follows: by certified mail to Affordable Domains Canada, 3-26 Empress Ave, London, Ontario, Canada, N6H-1M5. Notices provided by certified mail will be effective three business days after they are received.

(c) Language. All communications and notices must be in the English language.

14.8 Assignment. You will not assign this Agreement or any of your rights under this Agreement, without our prior written consent. Any assignment or transfer without our prior written consent will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.

14.9 No Waivers. No failure by us to exercise any power, right, privilege or remedy under this Agreement, and no delay in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. All waivers by us must be in writing to be effective. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default.

14.10 Severability. If any term or provision of this Agreement is held to be invalid, illegal or incapable of being enforced by virtue of any federal or provincial law, or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any such term or provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

14.11 Governing Law; Venue; Attorney's Fees. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the Province of Ontario and the Canadian Federal Law, without regard to choice of law principles. Any dispute arising from this Agreement shall be governed by the laws of Canada, and shall be decided solely and exclusively by provincial courts located in London, Ontario. Any Party who unsuccessfully challenges the enforceability of this forum selection clause shall reimburse the prevailing party for its attorney's fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees. You consent to exclusive jurisdiction and venue in those courts. We may seek injunctive or other relief in any provincial, federal, or national court of competent jurisdiction for any actual or alleged infringement of our intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. You authorize us to file a copy of this Section 14.11 in any proceeding as conclusive evidence that you consented to venue.

14.12 Entire Agreement. This Agreement, without limitation, constitutes the complete and exclusive agreement between you and us with respect to the subject matter of this Agreement and supersedes and replaces any and all prior or contemporaneous representations, understandings, agreements, negotiations or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. We will not be bound by any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement). If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control.

14.13 Survival. Any obligations under the Agreement which by their express terms are to survive, shall survive the expiration or termination of this Agreement. In addition, any other obligations under this Agreement, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation confidentiality, limitation of liability, and indemnification, shall survive the termination or expiration of this Agreement.

