

## WEBSITE TERMS OF USE

**Acceptance of Terms.** BY CLICKING ON THE “I AGREE” BUTTON ON THE GGSI PARTNER WORLD PAGE YOU AGREE THAT THE TERMS OF USE SET OUT BELOW APPLY TO YOUR CURRENT AND FUTURE USE OF THIS SITE (THE “GGSI PARTNER WORLD SITE”), A PROPRIETARY PRODUCT OF GLOBAL GROUP SERVICES INC. (“GGSI”), FOR DEMONSTRATION PURPOSES ONLY.

**Account Password.** An Administrator ID and a password will be provided to you by GGSI. You are responsible for maintaining confidentiality of the Administrator ID and password and agree to accept responsibility for all activities that occur under your Administrator ID or password. You agree to notify GGSI immediately of any breach of security or other compromise to your Administrator ID or password. GGSI reserves the right to take any and all action it deems necessary or reasonable to ensure the security of the GGSI Site. You may be held liable for losses incurred by GGSI or other parties due to the unauthorized use of your Administrator ID or password. In no event will GGSI be liable for any losses you incur as a result of unauthorized access or use of your Administrator ID and password.

**Copyright.** The GGSI Site including, but not limited to content, software and other materials (collectively the “Materials”) is the exclusive property of GGSI and its third party suppliers. You acquire no ownership interest in the Materials and agree to use the Materials only as expressly permitted by the terms of this Agreement. You acknowledge that copyright in the Materials belongs to GGSI and its third party suppliers. Unauthorized copying of the Materials is expressly prohibited and you may be held legally responsible for copyright infringement which is caused or encouraged by your failure to abide by the terms of this Agreement.

**Trade Marks.** The Materials are marketed under certain registered and unregistered trade marks which are the sole and exclusive property of GGSI. You acknowledge and agree that you acquire no interest in any such trade marks by virtue of this Agreement or otherwise and shall not modify or alter such trade marks. You may not use any GGSI trademarks without the written consent of GGSI.

**Grant of License and Restrictions.** GGSI hereby grants to you a non-exclusive, nontransferable license to use the Materials in the GGSI Site solely for the purpose of assessing the merits of GGSI’s Web technology for use within your business. You acknowledge that you will only be permitted to geocode a single address at a time when accessing the GGSI Site. You may not reproduce, edit, modify, sell, rent, lease, loan, distribute, publicly display or sublicense the Materials or otherwise transfer the Materials to any third party, use the Materials in your production environment or for commercial distribution.

**Unlawful Use.** As a condition of access to and use of the GGSI Site, you agree not to use the Materials for any unlawful or prohibited purpose. Any unlawful or other unauthorized use of

the Materials will result in immediate termination of this Agreement without notice and may violate copyright, trade mark and other applicable laws. GGSI will take any necessary legal proceedings to enforce the terms of this Agreement.

**Confidentiality.** You acknowledge and agree that, in connection with your access to and use of the GGSI Site, you may have access to Confidential Information of GGSI. "Confidential Information" means all proprietary data and information embodied in the Materials and all data and information relating to the business and management of GGSI. You agree to hold all Confidential Information in strict confidence and to disclose the Confidential Information only to your employees and agents who need to know such information. You agree to utilize reasonable care to avoid unauthorized disclosure or use of the Confidential Information.

**Limitation of Liability.** Neither GGSI nor any of its third party suppliers shall be liable in respect of any claim, demand or action, irrespective of the nature or cause of the claim, demand or action alleging any loss, injury or damages, direct or indirect, which may result from your possession or use of the Materials. Neither GGSI nor any of its third party suppliers shall be liable in any way for loss of revenue or contracts, or any other consequential loss of any kind resulting from any defect in the Materials.

**Disclaimer.** You acknowledge that the Materials are licensed to you on an "as is" basis and that GGSI and its third party suppliers make no guarantees, representations or warranties respecting the Materials, either expressed or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.

**Indemnity.** You agree to indemnify and save harmless GGSI, its third party suppliers and their respective officers, employees and agents from and against any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of your possession or use of the Materials.

**Termination.** This Agreement is effective until terminated. Either party may terminate this Agreement immediately upon notice to the other party. In addition, GGSI reserves the right to immediately terminate your access to the GGSI Site at any time with or without cause or to cancel the GGSI Site in its entirety. Upon termination, your access to the GGSI Site will be cancelled and you shall destroy or return all copies of the Materials in your possession.

**Miscellaneous.** No statement or recommendation made or assistance given by GGSI or by its representatives or employees shall constitute a waiver by GGSI of any of the provisions of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions of this Agreement shall remain in effect and be enforced to the fullest extent permitted by law.