



Terms of Service

Orange Envelope recommends that you print a copy of this Agreement for your records.

Terms and Conditions

The following are the legally binding terms and conditions upon which you and your business or any other legal entity (collectively the **"Client"** or **"You"**) may use the various services, products and website offered and/or operated by Orange Envelope Bookkeeping Inc. (**"Orange Envelope"**) including, without limitation, the www.orangeenvelope.ca, www.BookkeepingReports.com, www.ExpenseReports.ca websites and domains and any other websites operated by Orange Envelope from time to time (the **"Sites"**) and any other features, content or applications offered from time to time in connection therewith (collectively the **"Services"**). Unless we agree with You in writing that your individual terms and conditions are somehow different from the ones outlined in this document (henceforth called the **"Terms"**), You are bound by this document when using the Services. When using the Services, the Terms form a legally binding agreement between You and Orange Envelope. Orange Envelope maintains the right to change or replace the Terms at any time, in its sole discretion. You are responsible for checking and reviewing the Terms regularly to keep updated to any such changes. Please take the time to read them carefully.

Before using the Services, You must accept and agree to be bound by the Terms and You may not use the Services if You do not accept the Terms. You may accept the Terms by either accepting such terms during the registration process; OR by using the Services in any manner, including but not limited to, providing Orange Envelope with an envelope containing any material or information required by Orange Envelope to provide the Services to You. By agreeing to the Terms, You represent that You have authority to bind the Client to the Terms and that You are of legal age to form a legally binding contract.

Orange Envelope recommends that you print a copy of this Agreement for your records.

Definitions

“**Client**” or “**You**” means the person, entity, partnership or organization utilizing Orange Envelope’s Services.

“**Party**” means either Client or Orange Envelope and “**Parties**” means both the Client and Orange Envelope.

“**Recipient**” means an accountant, accounting firm, or other third party whose clients include Clients. Recipients access the Services in accordance with this Agreement for the purposes of obtaining, with their clients’ authorization, Client Data about such clients to provide them services.

“**Sign-up**” means the on-line sign-up process on the Sites.

“**Term**” has the meaning set out in Section 1.18.

Subscribing for and Use of the Services

1. **Sign-Up.** Client subscribes for the Services by selecting such Services from the options available during Sign-up. In the event of any conflict between this Agreement and the information provided during Sign-up, this Agreement shall take precedence.

2. **License.** Subject to the terms and conditions of this Agreement, Orange Envelope grants to Client a non-exclusive, non-transferable license during the Term, to permit Client’s personnel to access the Services through Orange Envelope’s currently available interfaces.

3. **Client IDs.** Orange Envelope will issue a unique identifier and password (“**Client ID**”) to Client. Client may share this Client ID with each of its partners, shareholders, employees and contractors who are bound by confidentiality restrictions at least as restrictive as those set out in this Agreement (“**Client Personnel**”). Client is responsible for all activity occurring under its Client ID, for all use of the Services by Client Personnel and for maintaining the confidentiality of the Client ID. Client shall immediately notify Orange Envelope of any actual or suspected unauthorized use of the Services and Orange Envelope reserves the right to replace the Client ID if it determines it may have been used for an unauthorized purpose. Client agrees to be responsible for keeping all passwords associated with Client’s account secret and secure.

Connectivity

4. **Internet Access.** Orange Envelope will make the Services available for access through the Internet. Client shall provide for his/her its own use all necessary hardware, applications and Internet connectivity necessary to access the Services at Client's own expense. Client acknowledges access to the Services or performance hereunder may from time to time be impeded as a result of factors beyond the control of Orange Envelope due to the unpredictable and unsecure nature of the Internet. Client hereby acknowledges and agrees that Orange Envelope is not in any way responsible for any interference with Client's use of or access to the Services or security breaches arising from or attributable to the Internet and Client waives any and all claims against Orange Envelope in connection therewith.

5. **Service Upgrades and Scheduled Downtime.** Orange Envelope may update the Sites and the Services, from time to time, where determined necessary, in its sole discretion. Orange Envelope will make such updates available to Client, at no additional charge, as and when it offers them generally to its other Clients. Orange Envelope may from time to time schedule downtime for maintenance and upgrades.

6. **Data Storage & Backup.** It is Client's responsibility to backup all Client Data, including all data and records that Client submits to Orange Envelope, whether electronically or through paper or other delivery in an Orange Envelope delivery envelope or otherwise.

7. **Limitations.** Client agrees that it will not, nor will it permit any Client Personnel or any other party to:

- (a) access or use the Services, other than by Client Personnel authorized under this Agreement;
- (b) modify, adapt, alter or translate any software underlying the Services, except as expressly allowed hereunder;
- (c) sublicense, lease, rent, loan, distribute, or otherwise transfer the Services to any third party;
- (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of any software underlying the Services;
- (e) use or copy any software underlying the Services except as expressly allowed hereunder;

- (f) conduct or promote any illegal activities while using the Services;
- (g) use the Services to generate unsolicited email advertisements or spam;
- (h) use the Services to stalk, harass or harm another individual;
- (i) use any high volume automatic, electronic or manual process to access, search or harvest information from the Site or in relation to the Services (including without limitation robots, spiders, web crawlers or scripts);
- (j) interfere in any way with the proper functioning of the Services or interfere with or disrupt any servers or networks connected to the Sites, or disobey any requirements, procedures, policies or regulations of networks connected to the Sites;
- (k) attempt to gain access to secured portions of the Services to which You do not possess access rights;
- (l) upload or transmit any form of virus, worm or other malicious code;
- (m) use any robot, spider, web crawler or other automatic device, or manual process to extract, "screen scrape", monitor, "mine", or copy any static or dynamic web page from the Site or the content contained on any web page for commercial use without our prior express written permission;
- (n) impersonate any person or entity, or otherwise misrepresent its affiliation with a person or entity; or
- (o) mirror or frame the Services or any content, place pop-up windows over its pages, or otherwise affect the display of its pages.
- (p) be associated with or employed by a competing offline or online bookkeeping service.
- (q) sign-up for a trial or request envelopes without the good faith intention of becoming a paying customer.

8. Suspension of Access. Orange Envelope reserves the right to suspend or terminate Client's access to and/or use of, or otherwise modify, the Services and/or any component thereof, without notice in order to:

- (a) prevent damages to, or degradation of the integrity of, Orange Envelope's Internet network;

(b) comply with any law, regulation, court order, or other governmental request or order; or

(c) otherwise protect Orange Envelope from potential legal liability or harm to its reputation or business.

Orange Envelope will use commercially reasonable efforts to notify Client of the reason(s) for such suspension or termination action as soon as reasonably practicable. In the event of a suspension, Orange Envelope will promptly restore Client's access to the Services as soon as the event giving rise to the suspension has been resolved as determined in Orange Envelope's discretion. Nothing contained in this Agreement will be construed to limit Orange Envelope's actions or remedies or act as a waiver of Orange Envelope's rights in any way with respect to any of the foregoing activities. Orange Envelope will not be responsible for any loss or damages incurred by Client as a result of any termination or suspension of access to or use of the Services.

Reservation of Rights

9. **Orange Envelope.** Client hereby acknowledges that the Services and all other materials provided by Orange Envelope hereunder are licensed on a subscription basis and therefore all right, title and interest in the Services and all other materials provided by Orange Envelope hereunder, including any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Orange Envelope (or third party suppliers, if applicable).

Client further acknowledges that it is not authorized to use any of Orange Envelope's trade names, trademarks, servicemarks, logos, domain names or any other distinctive brand features ("**Marks**") of Orange Envelope or other entities. Ownership of all such Marks and the goodwill associated therewith remains with Orange Envelope or those other entities. Any use of third party software provided in connection with the Services will be governed by such third parties' licenses and not by this Agreement.

10. **Client.** Subject to the Terms herein, Client expressly reserves all rights in any information, records, files or other data that Client (or Client Personnel) loads, enters into, or otherwise makes available to Orange Envelope and all results from processing such data, including compilations, and derivative works thereof (the "**Client Data**"). Notwithstanding the foregoing, Client hereby agrees to and does hereby grant Orange Envelope a perpetual, irrevocable, non-exclusive, world-wide, royalty free, fully sub-licenseable, fully paid-up license to use, reformat, modify, display, perform, reproduce, consolidate and create derivative works of the Client Data arising in the course of it providing the Service to Client or by Orange Envelope in the course of performing its own internal business activities. From time to time, Client Data may

include the names, addresses and contact information, both electronic and telephone, of third parties engaged by or associated with the Client or in the provision of sales or services being provided by the Client, including the contact information for the Client ("**Contact Information**"). Orange Envelope reserves the right to compile, use, reformat, modify, display, perform, reproduce, consolidate and create derivative works with the Contact Information and to otherwise use the Contact Information in any manner Orange Envelope determines, in its sole discretion, and for its own business purposes independent of the provision of the Services to the Customer. Unless specifically agreed in writing, each Party's rights under this section 10 extend to any update, adaptation, translation, customization or derivative work of Client Data, made under this Agreement.

11. **Client Submissions.** Client agrees that Orange Envelope may use any ideas, thoughts, criticisms, suggested improvements or other feedback related to the Services provided by Client (collectively "**Submissions**"). Client further agrees that it will not be due any royalty or other form of compensation in regards to the product or service that incorporates the Submissions. Client hereby grants Orange Envelope a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, offer for sale, make, have made and otherwise exploit the Submissions in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same. This is true whether Client provides the Submissions on the Services or through any other method of communication with Orange Envelope.

12. **Privacy.** The security of Client's personal information is important and therefore Orange Envelope has created a privacy policy www.orangeenvelope.ca/privacy-policy/ that describes its collection, use and disclosure practices regarding any personal information that Client provides to Orange Envelope. Client understands and agrees that, despite a commitment to take all such reasonable steps to protect Client's privacy, Orange Envelope is unable to guarantee that the Sites and the Services are impenetrable to all security breaches or immune from viruses, security threats or other vulnerabilities. Orange Envelope reserves the right to disclose Client's personal information in order to cooperate with local, state, provincial and national authorities were required in any investigations of improper or unlawful activities. Orange Envelope may also report to other organizations about improper or unlawful user activities and this reporting may include disclosure of personal information relating to those individuals conducting such improper or unlawful activities.

Client Data

13. **Responsibility.** Ensuring the accuracy, appropriateness and completeness of all Client Data is solely the responsibility of Client. Orange Envelope will use the Client Data it is provided in performing the Services and is not responsible for reviewing, validating or otherwise confirming the accuracy, appropriateness or completeness of Client Data.

14. **Transmission to Recipients.** Orange Envelope will use reasonable efforts to make certain Client Data of such Client available to Recipients who have registered with and are using the Services and who have been authorized by Client at the Client's request and subject to Client's payment of any applicable fees. Orange Envelope does not control how any Recipients use the Client Data and has no responsibility for the copy of the Client Data after providing access to a Recipient. Notwithstanding the foregoing, Orange Envelope reserves the right to decline to transmit Client Data to a specific Recipient if Orange Envelope believes such transmission would violate this Agreement or any applicable laws and shall use reasonable efforts to promptly notify Client of such decision.

15. **Restrictions.** Client hereby agrees not to upload, transmit or deliver to Orange Envelope any Client Data:

(a) that Client does not have the lawful right to copy, transmit, distribute, and display (including any Client Data that would violate any confidentiality or fiduciary obligations that Client might have with respect to the Client Data);

(b) for which Client does not have the consent or permission from the owner of any personally identifiable information contained in the Client Data;

(c) that infringes, misappropriates or otherwise violates any intellectual property or other proprietary rights or violates any privacy rights of any third party (including, without limitation, any copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity);

(d) that is false or misleading;

(e) that is defamatory, obscene, or offensive;

(f) that violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability; or

(g) that contains any viruses or other harmful component intended to damage, detrimentally interfere with or surreptitiously intercept or expropriate any system, data or personal information.

Indemnity

16. **Client to Indemnify Orange Envelope.** Client shall defend, indemnify, and hold harmless Orange Envelope, its affiliates and each of its, and its affiliates employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to

- (a) Client's use or misuse of, or access to, the Sites, the Services, or otherwise from any content that Client posts to the Sites;
- (b) Client's violation of this Agreement; or
- (c) infringement by Client, or any third party using the Client ID, of any intellectual property or other right of any person or entity.

Orange Envelope reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by Client and Client will assist and cooperate with Orange Envelope in asserting any available defenses.

Fees & Payment

17. **Fees for Services.** Orange Envelope reserves the right to require payment of fees for the provision of certain features comprising the Services. Should Client elect to subscribe for features which have a fee payable for such Services, Client shall pay all applicable fees in connection with such features as described on the Sites.

- (a) **Subscription Fees.** Subscription Fees are recurring monthly fees. Subscription Fees are initially the fees indicated during Sign-up with Orange Envelope.
- (b) **Usage Fees.** Usage Fees are charged in respect of the Client's use of the Services (for example, fees per transaction or image scans in excess of the amount the Client subscribed for). Rates for Usage Fees are initially the rates indicated during Sign-up.
- (c) **Automatic Credit Card Payments.** Customer agrees to provide Orange Envelope with credit card information for a credit card it is authorized to use and agrees that, during the Term, Orange Envelope may charge the applicable credit card for: (i) Subscription Fees each month in advance; and (ii) for Usage Fees, immediately after the end of the applicable measurement period (normally at the end of each month). Orange Envelope will issue Client a receipt for each payment monthly. Orange Envelope must be notified in writing of any billing discrepancies within ten (10) days after the date of the applicable receipt to be eligible to receive an adjustment or credit (if any) on customer's next payment to Orange Envelope.

(d) **Late Payment.** Client may not withhold or “setoff” any amounts due hereunder. Orange Envelope reserves the right to suspend Service until all past due amounts are paid in full. Any late payment shall be subject to any costs of collection and shall bear interest at the rate of one and a half percent (1.5%) compounded monthly (19.56% annually), or the maximum legal rate if less, per month or fraction thereof until paid.

(e) **Certain Taxes.** Fees quoted do not include and Client shall pay, indemnify and hold Orange Envelope harmless from all sales, use, gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Orange Envelope.

(f) **Refunds** In the event of termination of a Service, Orange Envelope may provide Client with a refund of any pre-paid, but unused fees related to such Service, effective at the beginning of the next month of the Service. No refund shall be paid for the current month’s Services, regardless of the day on which Client cancels the Services. Orange Envelope will issue the refund within 60 days of the date the cancellation request is processed. Client will not be entitled to any refund for Orange Envelope’s termination of the Services based upon Client’s breach. If Client purchased access to the Service at a discounted price, any refund will result in the loss of the benefit of any such discount.

Orange Envelope reserves the right to change its pricing and to institute new changes at any time, upon ten (10) days notice to Client, which notice may be sent by email or posted on the Sites. Use of the Services by Client following such notification constitutes Client’s acceptance of any new or increased charges.

Term

18. **Term of Agreement.** This Agreement shall commence on the date the Sign-up process is completed by Client and will continue on a month to month basis thereafter until terminated (the “**Term**”) in accordance with the Terms herein.

Confidential & Proprietary Information

19. **Definitions.** For purposes of this section, a Party receiving Confidential & Proprietary Information (as defined below) shall be the “**Recipient**” and the Party disclosing such information shall be the “**Discloser**” and “**Confidential & Proprietary Information**” means all information disclosed by Discloser to Recipient during the Term and marked as “confidential” or “proprietary”. Client hereby acknowledges that the Services will be considered Confidential and Proprietary Information belonging

exclusively to Orange Envelope, and Orange Envelope hereby acknowledges that Client Data will be considered Confidential and Proprietary Information belonging exclusively to Client, in each case regardless of whether or not marked as “confidential” or “proprietary”. Discloser’s Confidential & Proprietary Information does not include:

- (a) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Discloser’s Confidential & Proprietary Information;
- (b) Contact Information;
- (c) information in the public domain through no wrongful act of Recipient, or
- (d) information received by Recipient from a third party who was free to disclose it without confidentiality obligations.

20. **Covenant.** Recipient hereby agrees that during the Term and at all times thereafter it shall not

- (a) disclose Confidential & Proprietary Information of the Discloser to any person or entity, except to its own personnel, affiliates or contractors having a “need to know”, as permitted by this Agreement or to such other recipients as the Discloser may approve in writing;
- (b) use Confidential & Proprietary Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or
- (c) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend.

Recipient shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised.

Each party will be deemed to have fulfilled its confidentiality obligations under this section (Confidential & Proprietary Information) if it affords the other party’s Confidential & Proprietary Information at least the same degree of care it takes in protecting its own confidential information from unauthorized disclosure (but in no event using less than a reasonable degree of care).

Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof. Orange Envelope may retain a copy of the Confidential & Proprietary Information for the sole purpose of and to the extent necessary for it to comply with applicable and legal, regulatory, and/or reasonable internal back-up or archival policies and requirements. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential & Proprietary Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

21. Injunctive Relief. Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

Warranties and Disclaimers

22. Financial Disclaimer. The Services are meant as an aid to assist Client in organizing and managing his/her/its finances. Orange Envelope does not intend that the Services shall constitute the provision by Orange Envelope of legal, tax or financial advice. Prior to the implementation of any legal, tax, financial or investment decision or activity, Client should always consult with its relevant legal, tax, financial or investment advisor or representative.

CLIENT AGREES THAT IT IS RESPONSIBLE FOR ITS OWN LEGAL, TAX AND FINANCIAL AND INVESTMENT RESEARCH AND DECISIONS AND THAT THE SERVICES ARE ONLY ONE TOOL THAT CLIENT MAY USE AS PART OF A COMPREHENSIVE ANALYSIS PROCESS THAT SHOULD INVOLVE MANY OTHER TOOLS AND SOURCES OF INFORMATION AND THAT ORANGE ENVELOPE WILL NOT BE LIABLE FOR ANY DECISION MADE OR ACTION TAKEN BY CLIENT OR OTHERS BASED ON UPON INFORMATION OR MATERIALS OBTAINED THROUGH USE OF THE SERVICES.

23. Outsourcing to Third Parties. In providing the Services, Orange Envelope reserves the right to outsource certain aspects of the Services to third party contractors selected at the sole discretion of Orange Envelope. Client hereby acknowledges and consents to the use of third party contractors by Orange Envelope in the course of providing the Services.

CLIENT AGREES THAT IN NO EVENT SHALL ORANGE ENVELOPE BE LIABLE TO CLIENT IN CONNECTION WITH ANY ACT OR PRACTICES OF ANY THIRD PARTY CONTRACTOR IN CONNECTION WITH ANY PORTION OF THE SERVICES OUTSOURCED TO SUCH THIRD PARTY CONTRACTOR, INCLUDING THE LOSS OF ANY CLIENT DATA OR THE BREACH OF ANY CONFIDENTIALITY COVENANTS BY ANY SUCH THIRD PARTY CONTRACTOR.

24. Third Party Sites. Content from other users, suppliers, advertisers, and other third parties may be made available to Client through the Services. Client acknowledges that Orange Envelope does not control such content and Client hereby agrees that Orange Envelope is not responsible for any such content. Orange Envelope does not make any guarantees about the accuracy, currency, suitability, or quality of the information in such content, and Orange Envelope assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content made available by other users, suppliers, advertisers, and other third parties or violation of any third party rights related to such content.

The Services and the Sites may include links to websites operated by parties other than by Orange Envelope. Client acknowledges that Orange Envelope is not responsible for the content, products, materials, or practices (including privacy practices) of such websites. Orange Envelope makes no warranty, representation, endorsement, or guarantee regarding, and accepts no responsibility for, the quality, content, nature or reliability of third party websites, products or services accessible by hyperlink or otherwise from the Sites or the Services.

CLIENT AGREES THAT IN NO EVENT WILL ORANGE ENVELOPE BE LIABLE TO CLIENT IN CONNECTION WITH ANY WEBSITES, CONTENT, MATERIALS, OR PRACTICES OF ANY THIRD PARTY.

25. Warranty. THE SERVICES AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY ORANGE ENVELOPE TO CLIENT ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND. ORANGE ENVELOPE HEREBY DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE. ORANGE ENVELOPE DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE NOR DOES IT GUARANTEE THE ACCURACY OF THE PROCESSED INFORMATION OR ANY TURNAROUND TIME.

26. Limitation of Liability. IN NO EVENT SHALL ORANGE ENVELOPE, NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT

PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE), (III) FOR CLIENT'S RELIANCE ON THE SERVICES OR (IV) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) ONE-HUNDRED CANADIAN DOLLARS (\$100.00) OR, IF GREATER, THE FEES PAID BY CLIENT FOR THE SERVICE IN THE PRECEDING THREE (3) MONTH PERIOD.

SOME OF THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO CLIENT. TO THE EXTENT THAT ORANGE ENVELOPE MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF ORANGE ENVELOPE'S LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

In addition to the above, Orange Envelope shall not be liable or responsible for:

- (a) any changes Orange Envelope makes to its Service, for any permanent or temporary restrictions or cessations of the Services, or for any harm this may cause the Client;
- (b) the deletion of, corruption of, or failure to store any content or other data used in or maintained by the Services;
- (c) Client's failure to provide correct, accurate, and up-to-date account information;
- (d) Loss of Client Data arising as a consequence of any envelopes assembled by the Client and containing any Client Data which is purported to have been delivered to Orange Envelope but which is not in fact received by Orange Envelope, whether as a consequence of mail stoppage, lost or stolen packages from any courier service, Canada Post or any other form of delivery service to Orange Envelope or otherwise does not arrive at the offices of Orange Envelope; and
- (e) Client's failure to keep its password and account information secure.

Notices

27. Notice to Parties. Notices sent to either Party shall be effective when delivered in person or by email, one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid to the addresses stipulated below

and immediately after being received by the other party's server. Notices must be in writing and, in the case of notices to Orange Envelope at 1185 West Georgia Street, Suite 1625 Vancouver, BC V6E4E6 and to Client at the addresses or email address provided by Client on Sign-up (as such address or email address may be updated by Client from time to time in accordance with this Agreement).

Orange Envelope may change its contact information by giving notice of such change to the Client. Client may change its contact information by using the currently available interfaces on the Sites. For contractual purposes, Client (i) consents to receive communications from Orange Envelope in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, documents, disclosures, and other communications ("**Communications**") that Orange Envelope provides to Client electronically satisfy any legal requirement that such Communications would satisfy if it were in writing. Client's consent to receive Communications and do business electronically, and Orange Envelope's agreement to do so, applies to all of Client's interactions and transactions with Orange Envelope. The foregoing does not affect Client's non-waivable rights. If Client withdraws such consent, from that time forward, Client must stop using the Services. The withdrawal of Client's consent will not affect the legal validity and enforceability of any obligations or any electronic Communications provided or business transacted between Orange Envelope prior to the time Client withdraw its consent.

Termination

28. Termination of Agreement. Orange Envelope may terminate Client's access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with Client. If Client wishes to terminate its account, it may do so by following the instructions on the Sites. Any fees paid hereunder are non-refundable.

Survival

29. Survival of Terms After Termination. Upon termination or expiration of this Agreement for any reason all rights and obligations of both Parties (except for Client's payment of all sums then owing), including all licenses granted hereunder, shall immediately terminate except as provided below. The following Sections will survive expiration or termination of this Agreement for any reason: Sections 9-15, Sections 19-26, and Sections 30-40.

General Provisions

30. **Independent Contractors.** Client's relationship to Orange Envelope is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have, and will not represent to any third party that it has, any authority to act on behalf of Orange Envelope.

31. **Right to List As A Client.** Client agrees that Orange Envelope may utilize Client's entity name and marks in listings of current Clients. Use of Client's name in any other marketing materials or press announcements will be submitted to Client in advance for approval, and such approval will not be unreasonably withheld.

32. **Assignment.** Client may not assign this Agreement or any of its rights or obligations hereunder to any third party without Orange Envelope's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

33. **Arbitration.** All controversies, disputes, demands, counts, claims, or causes of action between Client and Orange Envelope arising out of, under, or related to this Agreement or Orange Envelope's privacy practices (including any action Orange Envelope takes or authorizes with respect to information about or provided by Client) shall be settled exclusively through binding arbitration. Arbitration shall be subject to the *Arbitration Act* (British Columbia).

34. **Force Majeure.** Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

35. **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect.

36. **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

37. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. 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.

38. **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term “including” means “including without limitation.” The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

39. **Amendments.** Orange Envelope reserves the right to change this Agreement at any time and from time to time without notice by posting revisions to this Agreement (including the description of the Services) on the Sites. Continued use of the Services after Client become aware of any such changes shall constitute Client's consent to such changes. Client is responsible for regularly reviewing the most current version of this Agreement which is available on the Sites.

40. **Governing Law.** This Agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each of the parties hereto hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia with respect to any matters arising out of this Agreement.