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- f) alter the form (either in content or layout) or the result of any Service.
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5. Confidentiality: You shall hold any password and username for accessing the Services available on this Web Site in strict confidence and shall not disclose such password or username to any third party without the prior written consent of ESC Corporate Services Ltd. ("ESC"). ESC Corporate Services Ltd. ("ESC") reserves the right to change passwords and usernames at any time, subject to notice being given to you. You are responsible for any and all activities that occur under your password and username. You agree to notify ESC Corporate Services Ltd. ("ESC") immediately of any unauthorized use of this Web Site or the Services provided hereunder or any other breach of security.

6. Termination:

- (1) This Agreement shall terminate automatically in the event that you are in breach of any of the terms or conditions of this Agreement.
- (2) ESC Corporate Services Ltd. ("ESC") may terminate this Agreement in the event that you fail to pay any invoice for any Services received in accordance with the terms and conditions specified on the invoice.
- (3) The provisions of Clauses 3, 8, 9, 10, 12, 14 and 15 shall survive termination of this Agreement.

7. Compatibility: You shall be solely responsible for the selection of suitable equipment to support the use of this Web Site, the Services and for the results obtained from such use. You acknowledge that ESC Corporate Services Ltd. ("ESC") is not responsible for any performance deficiencies due to your equipment or network or your Internet access.

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9. Limitation of Liability: NEITHER ESC Corporate Services Ltd. ("ESC") NOR ITS SUPPLIERS, AGENTS, OFFICERS, OR DIRECTORS SHALL HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OR INABILITY TO USE THIS WEB SITE OR THE SERVICES PROVIDED HEREUNDER, WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, FAILURE TO REALIZE ANTICIPATED PROFITS OR SAVINGS, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF ESC Corporate Services Ltd. ("ESC") HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY. ESC Corporate Services Ltd. ("ESC")'S MAXIMUM AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS, AGENTS, OFFICERS AND DIRECTORS TO YOU SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICES PROVIDED HEREUNDER. THE LIMITATIONS IN THIS CLAUSE SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH, DEFAULT, NON-



PERFORMANCE, OR FAILURE IS A BREACH OF FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH.

10. **Indemnification:** You will indemnify and hold ESC Corporate Services Ltd. ("ESC") harmless from and against any and all claims, including all legal costs, which a third party or Government may assert against ESC Corporate Services Ltd. ("ESC") by reason of or as a consequence of your use of this Web Site or your use of the Services.

11. **Modifications:** ESC Corporate Services Ltd. ("ESC") may from time to time, amend the terms and conditions for access to its Services upon notice. The notice may be made by amending the appropriate screen on ESC Corporate Services Ltd. ("ESC")'s website which you access for Services. If you make a request for Services after ESC Corporate Services Ltd. ("ESC") has amended the screen, you will be deemed to have accepted the amended terms and conditions.

12. **Governing law:** This agreement shall be governed and construed in accordance with the laws of the Province of Ontario, Canada, and the laws of Canada applicable therein. Any dispute arising hereunder shall be adjudicated solely in the applicable court in Toronto, Ontario, Canada.

13. **Assignment:** You shall not assign or transfer this Agreement or any of its rights or privileges granted hereunder, or any part thereof, directly, or indirectly, without the prior written consent of ESC Corporate Services Ltd. ("ESC"). Subject to the foregoing, this Agreement shall ensure to the benefit of the parties, their respective successors and permitted assigns.

14. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties pertaining to the subject-matter hereof and supersedes all prior representations, warranties, agreements, and understandings, whether oral or written, express or implied. No supplement, modification or waiver of this Agreement shall be binding unless agreed to in writing by both parties.

15. **Severability:** If any provision of this Agreement is declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

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I have read this Agreement and I accept and agree to be bound by its terms and conditions.

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