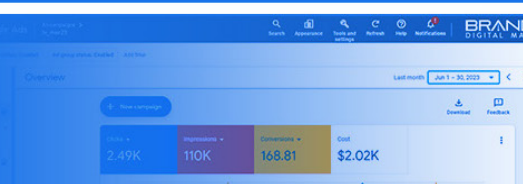


# TERMS OF SERVICE

Brandom Digital Marketing, Brandom Consulting, Brandom Domains



This Terms of Service Agreement ("TOS") is entered into by and between Brandom Digital Marketing dba Brandom ("Brandom") and the customer reflected in the signature block on any and all Contracts associated with your account (hereinafter "you" or "Customer").

## 1. **GENERAL:**

1.1 Brandom provides each of its services set forth in your Contract ("Services") under the terms set forth in certain agreements with you, each of which incorporates this TOS by reference. Any reference to "this TOS" shall be interpreted to mean this TOS and any agreement in which it is incorporated.

1.2 If we license or resell certain software or services to you, you understand and agree that you may be bound by additional terms and conditions imposed under the terms of our Software License Agreement (not applicable) or by applicable third-party reseller's or licensor's license terms.

1.3 Your use of the Services constitutes your agreement to abide by the laws of Canada and of the province in which you reside, including, but not limited to, all intellectual property laws, tariff regulations, export controls, treaties, and international laws.

1.4 If you do not agree to abide by this TOS, you are prohibited from using the Services.

1.5 This TOS is not a complete representation of all Brandom policies or the implementation of all such policies.

1.6 We may periodically change, modify, or update this TOS upon written notice to you (email notice or a pop-up in the user interface of our online Services that you must acknowledge shall constitute provision of such notice). Your continued use of the Services after we post a changed, modified, or updated TOS serves as your acceptance of those updated policies. Please refer to this TOS regularly to remain updated about our current policies.

## 2. **RESTRICTIONS:** You agree that you will NOT use the Services to:

2.1 Violate any applicable provincial or federal law and regulation, including, but not limited to, any copyright, trademark, patent, anti-piracy, or other intellectual property law or regulation, or encourage or enable others to violate any such law or regulation.

2.2 Transmit, distribute, post, store, link, or otherwise traffic in information, software, or material that is offensive, abusive, inappropriate, malicious, or detrimental, including, but not limited to, those that:

2.2.1 Are pornographic, obscene, fraudulent, or discriminatory, including any containing nudity, erotica, profanity, or obscenities.

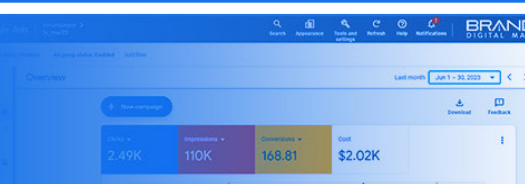
2.2.2 Encourage, glorify, or promote illegal activity, violence, cruelty, discrimination, network marketing, or Ponzi-type schemes.

2.2.3 Exploit children, facilitate phishing, hacking, or identity theft, or defame, threaten, harass any person or group, or attempt to impersonate the identity of a third party.

2.2.4 Infringe upon a third party business, contractual, privacy, or fiduciary right.

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2.2.5 Contain malicious or applications code of any type.

2.2.6 Make or facilitate any form of computer, server, or network attack or disruption.

2.2.7 Compromise, disrupt, or degrade the normal and proper operation of any computer, server, or internet system, including Brandoms' systems.

2.3 Send, post, host, or enable any offensive, abusive, inappropriate, malicious, or detrimental emails, blog postings, or instant messages, including, but not limited to, any types of mail-bombs or SPAM ("SPAM" is defined as any type of unsolicited e-mail that does not utilize "Double Opt-In/Single OptOut" methodologies).

2.4 Use or provide open proxies or Internet Relay Chat ("IRC").

## 3. ACCEPTABLE USE:

3.1 You represent and warrant that all information that you provide to Brandom to open or update your Brandom account including but not limited to your name, business name, address, e-mail address, telephone number, credit card, and/or ACH/Bank information ("Customer Information"), is accurate and complete. In addition, (a) you agree that you will at all times keep your Customer Information accurate, complete, and up-to-date, (b) you understand that your failure to do so may result in suspension of all of your Brandom Services or cancellation of all of your Brandom Services and termination of this TOS, and (c) you understand that you will be solely liable for your inability or failure to receive e-mail or other communications from us due to your failure to keep your Customer Information accurate, complete, and up-to-date.

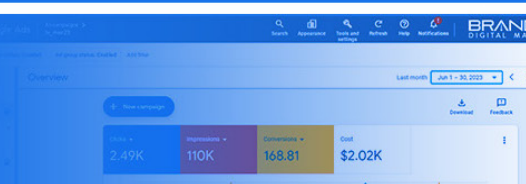
3.2 By providing us with your e-mail address, you hereby agree that we may send you service-related or other notices by e-mail rather than by postal mail.

3.3 You agree that you will not share your account passphrase, password, security question answers, or any other confidential information about your account with any other person or persons. In the event any person other than you uses such access credentials, you acknowledge and agree that you will be solely liable for any actions taken by such person or persons, and that we will not be liable for any actions taken by such person or persons. You must notify us immediately if you know of or suspect any unauthorized access to your account.

3.4 If you provide us with a business name for your account, we will consider that business to be the owner of the account and we may require certain change authorizations from an officer (if a corporation), authorized member (if a limited liability company), partner (if a partnership), or owner (if a sole proprietorship) of the business. If you do not provide us with a business name for your account, we will consider you to be the owner of the account and we may require certain change authorizations from you.

3.5 You understand and agree that (a) Brandom or any applicable licensor retains all rights, title, and interest in and to any computer programming, formatting code, operating instructions, or other software used in providing the Services to you ("Programming") and (b) that you will not reverse engineer, disassemble, decompile, or otherwise attempt to derive any source code of the Programming (not applicable).

3.6 You understand and agree that initiating a "chargeback" to your credit card, or via ACH for services provided to you by Brandom shall be a violation of this TOS.



## 4. OWNERSHIP OF AND RESPONSIBILITY FOR CUSTOMER DATA.

4.1 Brandom does not own any software, data, information, or material that you or your individual users submit to the Service in the course of using the Service ("Customer Data"). You, and not Brandom, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Customer Data.

4.2 You hereby grant to Brandom a non-exclusive, royalty-free, license to so much of the Customer Data as Brandom may require to perform the Services. You represent and warrant that your

Customer Data you provide to Brandom under this TOS will not infringe any patent, copyright, trade secret, or other intellectual property right held by any third party.

## 5. FEES AND BILLING:

5.1 You agree to pay for the applicable fee or fees for each of the Services identified on your Contract (as such fees may be updated by Brandom from time to time) or subsequently ordered by you, including but not limited to all setup fees, monthly fees, quarterly fees, annual fees, usage fees, plan fees, late fees, hourly-rate fees, or other fees (only plan fees, web hosting fees, and design fees are applicable).

5.2 We accept payments by credit card, and/or e-check (e-transfer). By providing Brandom with credit card or checking account information for payment, you hereby authorize Brandom to charge the account on record for all fees due.

5.3 Applicable setup fees and the fees due for your first service term (first month, first quarter, or first year, etc.) are both due upon your signing of the Brandom Hosted Services Contract. Brandom will prorate fees pertaining to partial months.

5.4 You understand and agree that no refunds or reimbursements, in full or in part, will be paid to you at any time.

5.5 Each of your Brandom Services will be automatically renewed on the anniversary date of the start of the then-current term of such Brandom Service ("Anniversary Date"). By way of example and not limitation, Services contracted for a monthly term starting on May 11 will automatically renew on June 1 and on the 1st day of each month thereafter unless terminated as provided herein. A prorated fee covering May 11 – May 31 would be due on the first day of the Contract. Services contracted for an annual term starting on May 11 will automatically renew on May 11 of the next year unless terminated as provided herein. If Brandom has a valid credit card or current ACH instructions/banking information on file for your account on a Service's Anniversary Date your credit card or bank account will be automatically charged at that time for the cost of renewing the Service through its next Anniversary Date.

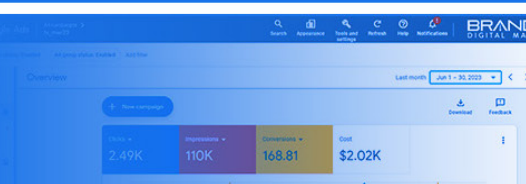
If Brandom does not have a valid credit card or current ACH instructions/banking information on file for your account on a Service's Anniversary Date, your Brandom account will be automatically charged at that time for the cost of renewing the Service through its next Anniversary Date and you will be liable for payment of those fees.

5.6 You are liable for all unpaid amounts due on your account even if Brandom cancels your Services or terminates this TOS partway through a billing cycle. Brandom may charge your account late fees for overdue payments and Brandom may charge you interest on unpaid balances at the rate of 1.5% per month or the maximum rate allowed by law. In addition, your equipment, domains, web content, or other assets may be retained by Brandom as collateral for unpaid charges and penalties until such charges and penalties are paid in full. Brandom may use a third-party service to collect unpaid amounts and Brandom shall be entitled to charge you attorneys', collection, or other reasonable fees incurred to collect unpaid balances.

5.7 If you dispute a charge, to avoid interruption of your Services you must (a) pay the entire amount invoiced to you

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by its due date, and (b) notify the Brandom billing department about the disputed amount within thirty (30) days. If Brandom, in its reasonable discretion, validates your claim, your account will be credited with the validated amount. In addition, you understand and agree that Brandom will not be liable for any claim, charge, or other liability of any type related to the Services after a period of one (1) year from when the specific Services were provided.

5.8 You specifically understand and agree that for each (a) returned check, or (b) Brandom fee that you "charge back" to your credit card or via ACH, that you will be liable to Brandom (and Brandom may collect from you) a "Returned Check Fee" or "Chargeback Fee," as the case may be, in the amount of \$35.00.

5.9 Charges for bundled Services will be "unbundled" if you cancel any part of the bundle of Services.

5.10 You understand and agree that you are responsible for any network bandwidth charges incurred from your internet provider (with direct reference to your website/ website assets).

## 6. TERM AND TERMINATION:

6.1 This TOS will become effective when:

6.1.1 You have signed a Brandom Contract, in accordance with the Services you have agreed upon

6.1.2 For Brandom agreements you physically sign, when you affix your signature and return the executed Contract to Brandom.

6.1.3 For Brandom agreements you sign electronically, when the electronic signature process is completed by both you and Brandom.

6.2 This TOS will remain in effect until it is terminated by either party under its terms, as provided in Section 7.

6.2.1 Termination of this TOS will automatically terminate each agreement into which it is incorporated.

## 7. CANCELLATION; SUSPENSION:

7.1 To cancel any of your Brandom Services or terminate this TOS (a) your account must be paid in full and be in good standing, and (b) you must provide Brandom seven (7) days written notice. Brandom can only accept cancellation and termination instructions submitted through e-mail or fax. We are unable to accept any cancellation or termination instructions submitted to us in any other manner.

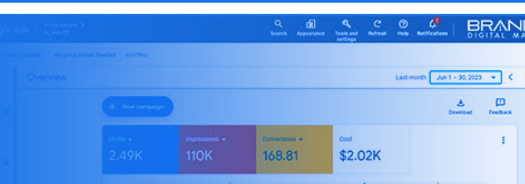
7.2 If you provide cancellation or termination notice to Brandom less than seven (7) days before the upcoming Anniversary Date of your Brandom Services (a) on that Anniversary Date you will still be automatically charged for the cost of renewing your Brandom Services through their next Anniversary Date and (b) you will not be eligible to receive any refund, either in part or in full, for any of the amount charged to you on that Anniversary Date.

7.3 You may obtain your Customer Data at any time as the primary Google Ads account shall, at all times, be owned by the Customer.

7.4 Brandom may, without obligation to you, unilaterally suspend all of your Brandom Services or cancel all of your Brandom Services and terminate this TOS if (a) payment for Services is not received by the Anniversary Date of the then-current term of any Brandom Service; (b) we determine, in our sole discretion, that you have or it is alleged that you have otherwise violated this TOS; or (c) if any invoice is outstanding more than 30 days. Brandom will use commercially reasonable efforts to provide you five (5) days' notice prior to suspending or terminating your Service and shall be entitled.

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## 8. LIMITATIONS; INDEMNITY:

**8.1** IN NO EVENT WILL BRANDOM'S LIABILITY TO YOU IN THE AGGREGATE FOR ANY AND ALL BREACHES, DEFAULTS, OR CLAIM OF LIABILITY UNDER THIS TOS OR AN AGREEMENT INCORPORATED INTO THIS TOS OR FOR AN AGREEMENT INTO WHICH THIS TOS IS INCORPORATED BE EQUAL TO AN AMOUNT GREATER THAN THE FEES PAID BY YOU TO BRANDOM DURING THE ONE (1) CALENDAR MONTH PERIOD PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH CLAIM OF LIABILITY.

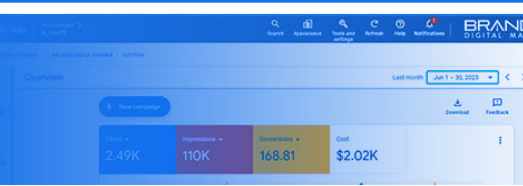
**8.2** IN NO EVENT WILL BRANDOM, ITS PARENTS, SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, CONTRACTORS OR EMPLOYEES BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES FOR ANY THIRD PARTY, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, MULTIPLE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY LOSS OR CORRUPTION OF DATA, LOSS OF USE, OR INTERRUPTION OF BUSINESS) COSTS, PENALTY OR EXPENSE OF ANY KIND WHATSOEVER AND HOWSOEVER CAUSED, WHETHER ARISING OUT OF, OR IN CONNECTION WITH, THIS TOS OR AN AGREEMENT INCORPORATED INTO THIS TOS OR FOR AN AGREEMENT INTO WHICH THIS TOS IS INCORPORATED, WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF BRANDOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8.2.1** YOU ACKNOWLEDGE THAT THESE LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THIS TOS AND WITHOUT SUCH LIMITATIONS BRANDOM WOULD NOT ENTER INTO THIS TOS.

**8.3** WE DO NOT WARRANT THAT THE SERVICES WILL BE FREE OF ERRORS, BE UNINTERRUPTED, OR WILL MEET YOUR REQUIREMENTS. THE SERVICES ARE PROVIDED

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ON AN "AS IS" BASIS AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, CONDITIONS, AND INDEMNITIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY OTHER WARRANTY ARISING FROM THE COURSE OF PERFORMANCE OR COURSE OF DEALING. YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY TEMPORARY DELAY, OUTAGE, OR INTERRUPTION OF THE SERVICES, AND YOU HAVE NOT ENTERED INTO THIS TOS IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN. ALL SERVICES PROVIDED UNDER THIS TOS WILL BE DEEMED ACCEPTED WHEN DELIVERED.

**8.4** You agree to indemnify, defend by counsel reasonably accepted to Brandom, and protect and hold Brandom harmless from and against any and all claims, liabilities, losses, costs, damages, expenses, including consultants' and attorneys' fees and court costs, demands, causes of action, judgments, etc. directly or indirectly arising out of or related to your Customer Data or use of the Services. Brandom will provide you notice of and shall have the option to undertake and conduct the defense of any such claim if you are not diligently prosecuting such defense.

## **9. MISCELLANEOUS:**

9.1 This TOS may not be assigned by you without our express written consent. Brandom may assign any or all of its rights and obligations to others at any time. This TOS shall be binding on you and Brandom and your or its successors and permitted assigns.

9.2 Nothing in this TOS shall be construed as creating a joint venture, partnership, agency, employment, franchise, or other relationship between you and Brandom. Also, neither party to this TOS shall have the right, power or authority to create any obligations or duty, express or implied, on behalf of the other.

9.3 This TOS is the final expression of the agreement between you and Brandom regarding the Services. This TOS may not be modified or amended, nor may it be modified by custom and usage of trade or course of dealing, except by an instrument in writing and signed by you and Brandom.

9.4 Brandom's waiver of your breach of any portion of this TOS shall not operate or be construed as its waiver of any subsequent breach of the same provision or any other portion of this TOS and no remedy available to Brandom hereunder is exclusive of any other remedy available to Brandom hereunder or otherwise available at law or in equity.

9.5 If any provision of this TOS or its application is held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this TOS shall remain in full force and effect, enforced to fullest extent consistent with applicable law.

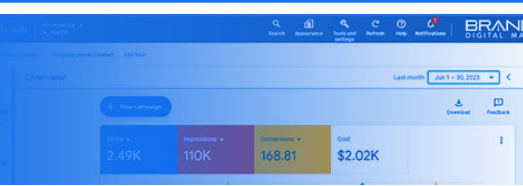
9.6 You agree that you will not solicit Brandom employees as your employees or contractors.

9.7 You represent and warrant that you have full power to enter into this TOS and any agreement into which this TOS is incorporated by reference.

9.8 The section headings contained herein are for reference purposes and convenience only and shall not in any way

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affect the meaning or interpretation of this TOS.

9.9 Brandom shall not be deemed to be in default of or to have breached any provision of this TOS as a result of any delay, failure in performance or interruption of the Services, resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, war, strikes or other labor disputes and disturbances, fire, transportation contingencies, shortages of facilities, fuel, energy, labor or materials, or laws, regulations, acts or order of any government agency or official thereof, other catastrophes, or any other circumstances beyond our reasonable control.

## 10. ACKNOWLEDGEMENT

10.1 When signing a Contract for Services with Brandom, you will be required to acknowledge and accept herein this TOS (Terms of Service).