

BETWEEN:

The Ethical Networks Service Agreement

The Ethical Networks LLC incorporated under the laws of Wyoming (hereinafter referred to as "TEN")

-AND-

(hereinafter referred to as the "User")

The Above Named (hereinafter the "Parties") Agree To The Following Terms And Conditions:

1. WWW Site Serving

- 1.1. TEN agrees to extend the User one access account, (the "Service") on the TEN WWW server system (the "System") in return for the consideration ("Service Fee") set out in Schedule "A" to this Agreement. TEN shall make the User's Directory Listings accessible to users of the Internet.
- 1.2. The User will be responsible for uploading Directory Listings, images and files and modifications to Directory Listings to the System.
- 1.3. The User shall not have direct access to the TEN System under this Agreement, other than through a public access WWW connection to the System. The User shall not have UNIX or any other shell access to the System.
- 1.4. TEN does not warrant that its System will adhere to any standards or particular requirements or that any particular software or computer System will function in a given manner with the System.

2. Content Creation and Modification

- 2.1. The User will create or claim one or more Directory Listing.
- 2.2. The User shall indicate which of TEN's packages he prefers by placing his initials next in the relevant space provided in Schedule "A". The terms and conditions of the initialed package shall become part of this Agreement. The User must initial at least and only one package in Schedule "A" for this Agreement to enter into force. Any non-initialed packages set out in Schedule "A" shall not be part of this Agreement.
- 2.3. Unless otherwise agreed to by the Parties, it is TEN's responsibility to serve all WWW Pages
- 2.4. Text and other materials. The User agrees to make available materials that are not offensive to community standards or in violation of any law in any jurisdiction where the material may be viewed. TEN in no way assumes the role of a publisher and will not exercise editorial control over the User's content as a publisher.
- 2.5. Email. Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site. TEN reserves the right to terminate access and to claim any and all damages, real or otherwise, from The User for any unsolicited email. Upon termination of the Service, TEN may also claim the immediate payment of all amounts, past and future, owed to it by the User.

3. Duration & Renewal

- 3.1. The Service Period shall commence once the WWW Site has been activated (the "Activation Date"). This Agreement shall be for the duration of the subscription immediately following the Activation Date. The Agreement shall thereafter be automatically renewed for successive periods of one year at a time under the same terms unless the User advises TEN by signed notice in writing that it does not wish to renew at least thirty (30) days prior to the end of the yearly Service Period in force at that time. TEN reserves the right not to renew the User's Agreement upon expiry of this Agreement or a subsequent Service Period without cause.

4. Fees

- 4.1. No refunds or credits under this Agreement shall be given.
- 4.2. Where possible, TEN shall deliver invoices and receipts to the User via electronic mail ("**e-mail**"). Where e-mail is used, TEN is not under any obligation to deliver invoices or receipts in any other format, although other delivery is permitted and also qualifies as delivery.
- 4.3. The User agrees to pay TEN one hundred percent (100%) of the full amount payable under this Agreement (the Service Fee and the Creation Fee) for the first year of service upon signing this Agreement
- 4.4. Should the contract be renewed, the fee payable for each subsequent year shall be the Service Fee set out in Schedule "A" to this Agreement. The User agrees to pay the full amount for each subscription period within thirty (30) days of the date on which the renewed Service Period begins, following which the User will be charged interest at a rate of 5% per month on any unpaid amount.
- 4.5. Failure to remit fees as set out in this Agreement may result in deactivation of the User's access to the System, and suspension of public access to the User's Directory Listings,, although the User will continue to be liable for all amounts owing under the Agreement as if no interruption had occurred.
- 4.6. Any fees or charges quoted in this Agreement are exclusive of QST and GST.
- 4.7. TEN shall not be responsible for any third party charges incurred by the User in connecting to the System. This includes, but is not limited to, equipment charges, software charges and telephone charges. It is the responsibility of the User to pay the licensing fees for any commercial or shareware products used by the User in conjunction with the System or creation of Directory Listings or Component materials.
- 4.8. For each cheque that the User submits which is returned due to insufficient funds, the User agrees to pay a twenty dollar (\$30) administrative fee to TEN .

5. Termination

- 5.1. Upon termination of the Service, TEN may claim the immediate payment of all amounts, past and future, owed to it by the User.
- 5.2. Termination of the Service under this Agreement does not release the User from its obligations for the full period of the Agreement.
- 5.3. Notwithstanding any other the terms of this Agreement, TEN may suspend the Service or terminate this Agreement if:
 - 5.3.1. the User is in default of payment;
 - 5.3.2. the User commits any act of bankruptcy within the meaning of the Bankruptcy Act (Canada);
 - 5.3.3. any bankruptcy or insolvency proceeding is taken by or against the User;
 - 5.3.4. the User makes any voluntary assignment for the benefit of creditors;
 - 5.3.5. if a receiver takes possession of any of the User's property;
 - 5.3.6. if the User ceases to carry on business in the normal course;
 - 5.3.7. if the User is liquidated; or
 - 5.3.8. if the User fails within ten (10) days of his/her receipt of TEN's notice to such effect to remedy any breach by it of this Agreement.
- 5.4. The User is expected to use the Internet responsibly. TEN does not assume any responsibility for monitoring or censoring any material traveling to or from the User's Directory Listing. The Service may be terminated at the discretion of TEN if the User uses its Service, Directory Listing or the System:

- 5.4.1. to subvert the federal, provincial, or local laws of any jurisdiction worldwide;
- 5.4.2. to spread misinformation or hatred of a racial, ethnic, gender, or social group;
- 5.4.3. for a violation of generally accepted standards of conduct on the Internet as determined by TEN ; or
- 5.4.4. for any abusive, fraudulent, or other use that violates the terms of this Agreement.

6. Limitation of Liability

- 6.1. TEN 's sole obligation under this Agreement is to furnish the Service, and program. Except as otherwise provided herein, TEN makes no representations or warranties of any nature whatsoever, whether expressed or implied, with respect to any aspect of the System including, without limitation, any representation or warranty with respect to the network transmission capacity of common carriers or the reliability of the equipment of common carriers.
- 6.2. TEN will not be liable to the User for any content set out on the User's Directory Listing or other element of the Directory Listing Design.
- 6.3. The User agrees to assume full responsibility for the use of its account on the System including maintaining licensing agreements and paying the fees associated with using software products and all other copyrighted materials in conjunction with any connection, Directory Listing development or modification of the Directory Listing made by the User or by a third party hired by the User.
- 6.4. Should TEN incur any liability as a result of the Users account or User's Directory Listing Design or content contained on the User's Directory Listing, the User agrees to be wholly liable for the full amount assessed, and to repay TEN in full immediately upon receipt of such notice from TEN .
- 6.5. The User releases TEN , and any institutions with which it is affiliated, from any and all claims of any nature arising from any use, operation, or inability to use the System.
- 6.6. Should the User be granted private FTP access to the System, the User will not sell, rent, give, or allow access to the User's account to anyone else except as otherwise stated in this Agreement. The User will not divulge his/her account number or password to anyone else. The User assumes full responsibility and liability for the improper use of the User's identification name and the password used to login to the System.
- 6.7. TEN shall not be liable for any indirect, incidental or consequential damages, including, but not limited to, the loss of data, information , or profits, incurred in connection with the use, operation, or inability to use of the System.
- 6.8. TEN shall not be liable for any breach of this Agreement due to a cause beyond its control.
- 6.9. TEN shall not be obliged to grant refunds for interruptions, downtimes or an inability to use the System.
- 6.10. The User agrees to indemnify TEN for any loss suffered by it as a result of the User's improper use of the System, and to further compensate any other party harmed by such improper use. Should the User access another computer system through the System, the User agrees to assume full responsibility for use of that computer system.
- 6.11. The User agrees to indemnify TEN for any loss suffered by it as a result of any third party claim made including, but not limited to, a claim in respect of the User's Directory Listing Content or Directory Listing Design or inability to access the User's Directory Listing, and agrees to further compensate any other party harmed by such improper use. Should the User decide to provide a link (e.g. by hyperlink) to another computer System on the User's Directory Listing, the User agrees to assume full responsibility for use of that computer System.
- 6.12. TEN 's liability for negligence, breach of the Agreement or any other claim in damages shall not exceed the total amount paid by the User to TEN for the Service Period that gives rise to the claim. In no event shall TEN be responsible for any indirect damages including, but not limited to, damages resulting from loss of use, lost profits, lost business revenue or third party damages.
- 6.13. Company limitations on liability contained in this Agreement shall survive the termination of this Agreement.
- 6.14. The User accepts that TEN does not in any way guarantee the bandwidth or speed of the User's connection to the Internet.
- 6.15. The User further agrees not to hold TEN liable for any interruptions in Service once a connection by the User or a third party is established.

7. Notice

- 7.1. Unless otherwise stated in this Agreement, any notice or remittance provided for or permitted in this Agreement shall be in writing and will be deemed to have been given ten (10) days after having been mailed, postage prepaid, by certified or registered mail or by recognized overnight delivery services, except in the case of a postal or other strike affecting the service used whereupon notice will be deemed to have been given ten (10) days after normal service resumes.
- 7.2. Where personal service is made, any notice provided for or permitted in this Agreement will be deemed to have been given when received by the intended recipient. The intended recipient must be an individual whose personal name appears on the address set out in the notice.

Unless otherwise stated, addressing and delivery is to be made as follows:

If to TEN , 412 N Main St Suite 100, Buffalo, Wyoming 82834

If to the User (a message sent by e-mail will constitute notice to the User under this Agreement):

(Address)

(City, Province)

(Postal Code)

(E-Mail)

as the case may be.

- 7.3. With respect to e-mail delivery, the User is deemed to receive any document within 24 hours of its being electronically transmitted to the User's email account by TEN .

8. Copyright

- 8.1. All rights, title and interest, including all copyrights, in and to any WWW Site design, HTML programming and other Components developed, including any enhancements made to Components, by TEN are and shall at all times remain the sole and exclusive property of TEN .
- 8.2. The User warrants that it holds all rights, including copyrights, necessary in all Components to create its Directory Listing and authorizes TEN to use, modify, enhance and alter any Components it provides or tells TEN to use in order to create the Directory Listing. The User warrants that it has obtained all moral rights waivers necessary to allow TEN to use, modify, enhance and alter these Components.
- 8.3. For the purposes of this Agreement, "Components" shall include, but is not limited to: text, graphics, cinematographic clips, sounds, images, and photographs.

9. General Provisions

- 9.1. The User agrees to abide by such further terms relating to the use of the System as may be set out by TEN from time to time.
- 9.2. In giving effect to this Agreement, neither party shall be or be deemed to be an agent or employee of the other for any purpose and their relationship to each other shall be that of independent contractors. Nothing in this Agreement shall constitute a partnership or a joint venture between the parties. Neither party shall have the right to enter into contracts or pledge the credit of or incur expenses or liabilities on behalf of the other.
- 9.3. This Agreement shall be governed by the laws of Wyoming. Both parties agree to be governed by the jurisdiction of the courts of Wyoming in the event that any proceeding shall be brought under the terms of this Agreement. Attorney and court costs shall be paid by the party in breach.
- 9.4. In case of ambiguity, inconsistency or incompatibility between any provision contained in this Agreement and any other provision contained in this Agreement, the provision which is more specific shall prevail over the provision which is more general to the extent of any such ambiguity, inconsistency, incompatibility, as the case may be.
- 9.5. Time is of the essence with respect to each provision of this Agreement.
- 9.6. If any action is required to be taken pursuant to this Agreement on or by a specified date which is not a Business Day, then such action shall be valid if taken on or by the next succeeding Business Day.

- 9.7. All references to money under this Agreement refer to Canadian dollars.
- 9.8. Any sum of money payable under this Agreement must be paid in cash, by bank draft in Canadian dollars from a Canadian chartered bank, or by cheque or other negotiable instrument payable in Canadian dollars drawn on an account held at a Canadian chartered bank, trust company or credit union.
- 9.9. This Agreement may not be modified except in writing by both parties. The terms of this Agreement supersede any past communication, whether oral or in writing between the parties.
- 9.10. Any Schedules to this Agreement constitute terms of this Agreement unless express provision is made otherwise. All headings and numbering in this Agreement constitute terms of this Agreement.
- 9.11. Lowercase, upper case and capitalized words in this Agreement are interchangeable. No special significance shall be granted to a word based on its use of upper or lowercase lettering.
- 9.12. Should any Section or term contained in this Agreement be declared invalid by a court of law, it shall be severed from this Agreement without affecting any other terms which will continue to remain in full force.
- 9.13. This Agreement has been drawn up in the English language at specific request of the parties hereto. Cette convention a été rédigée en langue anglaise à la demande expresse des parties aux présentes.

IN WITNESS THEREOF, the parties have executed this contract as of the date last written below.

The Ethical Networks (TEN)

Per:

NAME:

TITLE:

DATE:

The "USER",

SIGNATURE OF USER

NAME:

TITLE:

DATE:

By signing immediately above, the signatory certifies that he has the authority to bind the User to this Agreement

SCHEDULE A

Please complete by printing in block letters with a blue or black pen.

The User must initial one, and only one, TEN package; the terms of said package, set out below, will form part of the Agreement between TEN and the User.

I. Package 1, Basic Listing Package

- Short Business Description characters - 100
- Long Business Description characters - 100
- Business phone number, full address, zip/postal code, lat/long
- Ratings

Price USD:

- Yearly \$250 annually
- Setup Fee \$25

Database & Scripting:

- MySQL Maria DB 10.1 database
- PHP 7.4 server-side scripting

Email Features:

- Contact Form direct to email supplied
- Unlimited contacts

User Initials: _____

Date: _____

FTP Features:

- Not required

Multimedia:

- Upload up to two images

Network & Servers:

- OC3 & OC12 lines
- UPS power back-up, 24x7 site monitoring
- Cloudflare international caching and protection

SCHEDULE A

Please complete by printing in block letters with a blue or black pen.

The User must initial one, and only one, TEN package; the terms of said package, set out below, will form part of the Agreement between TEN and the User.

II. Package 1, Expanded Listing Package

- Short Business Description characters - 200
- Long Business Description characters - 250
- Business website address
- Business phone and fax number, full address, zip/postal code, lat/long
- Ratings

Price USD:

- Yearly \$500
- Setup Fee \$25

Database & Scripting:

- MySQL Maria DB 10.1 database
- PHP 7.4 server-side scripting

Email Features:

- Contact Form direct to email supplied
- Unlimited contacts

User Initials: _____

Date: _____

- Google Maps mapping

FTP Features:

- Not required

Multimedia:

- Upload up to two images

Network & Servers:

- OC3 & OC12 lines
- UPS power back-up, 24x7 site monitoring
- Cloudflare international caching and protection

SCHEDULE A

Please complete by printing in block letters with a blue or black pen.

The User must initial one, and only one, TEN package; the terms of said package, set out below, will form part of the Agreement between TEN and the User.

III. **Package 1, Highlighted Listing Package**

- Short Business Description characters - 200
- Long Business Description characters - 350
- Business website address
- Business phone and fax number, full address, zip/postal code, lat/long
- Ratings

Price USD:

- Yearly \$1000
- Setup Fee \$25

Database & Scripting:

- MySQL Maria DB 10.1 database
- PHP 7.4 server-side scripting

Email Features:

- Contact Form direct to email supplied
- Unlimited contacts

- Google Maps mapping

FTP Features:

- Not required

Multimedia:

- Upload up to twelve images
- Add attachments, downloads, pdf's

Network & Servers:

- OC3 & OC12 lines
- UPS power back-up, 24x7 site monitoring
- Cloudflare international caching and protection

Referrals:

- While there is no exclusive buyer of a given territory, you can buy *and maintain* your highlighted listing WITH referrals from our vast and growing network of augmented insurance providers *even when someone may buy exclusivity. the maximum of 4 highlighted clients will maintain at least 10% of referrals due to them.

User Initials: _____

Date: _____

SCHEDULE A

Please complete by printing in block letters with a blue or black pen.

The User must initial one, and only one, TEN package; the terms of said package, set out below, will form part of the Agreement between TEN and the User.

IV. Package 1, Exclusive Listing Package

- Short Business Description characters - 500
- Long Business Description characters - 500
- Business website address
- Business phone and fax number, full address, zip/postal code, lat/long
- Ratings
- Every option available for you to choose

Price USD:

- Yearly \$2500
- Setup Fee \$25

Database & Scripting:

- MySQL Maria DB 10.1 database
- PHP 7.4 server-side scripting

Email Features:

- Contact Form direct to email supplied
- Unlimited contacts

- Google Maps mapping

FTP Features:

- Not required

Multimedia:

- Upload up to twenty-five images
- Add attachments, downloads, pdf's
- Add youtube/vimeo videos

Network & Servers:

- OC3 & OC12 lines
- UPS power back-up, 24x7 site monitoring
- Cloudflare international caching and protection

Referrals:

- While there is no exclusive buyer of a given territory, you can buy *and maintain* your highlighted listing WITH referrals from our vast and growing network of augmented insurance providers *even when someone may buy exclusivity. the maximum of 4 highlighted clients will maintain at least 10% of referrals due to them.

User Initials: _____

Date: _____

TEN Information

This document does not form part of any Agreement with TEN

I. COMPLETING THE APPLICATION

- A. Please make sure you have read The Ethical Networks Directory Listing Service Agreement.
- B. You must fully complete The Ethical Networks Directory Listing Service Agreement, including Schedule “A”.
 - 1. Print your name in full at the top of page 1 of The Ethical Networks Directory Listing Service Agreement below the word -AND-;
 - 2. Fill out your address in section 7.2;
 - 3. Initial next to one and only one package in Schedule A;
 - 4. Fill out your name, title and date on page 3 of the Agreement.
- C. Once you have read the The Ethical Networks Directory Listing Service Agreement and if you agree to abide by its terms, then you may sign and date the The Ethical Networks Directory Listing Service Agreement at the bottom of page two where it says “Signature of User”. Once these steps are completed, please return the completed form along with your first payment to TEN at the address set out below or to an authorized **TEN** representative.