



# gShift Terms of Service Contract

## Description of Services

gShift Labs Inc. (gShift) will provide to You (as defined hereafter) Software as a Service tools to help with organic search optimization, content engagement tracking and/or influencer marketing (the “Service”). In return, You will pay for the Service on a subscription basis in accordance with the terms in the signed Order Form. The Service is available to You via a secure web-based environment via a unique username and password. The individual or business named in the Order Form will be considered the other party to this Contract (“You”).

## Customer Support

gShift will provide telephone and email support to our paying and customers, as described elsewhere on the corporate web site at [www.gshiftlabs.com](http://www.gshiftlabs.com).

## Subscription Fee & Payment

The billing and billing method will be conducted as outlined during the purchasing process.

Your Subscription will renew automatically annually. Subscription fees will continue unless the Subscription is terminated by notice to gShift in writing no less than 30 days prior to the end of the current Subscription period.

If payment is not made upon the renewal date of the contract, an email notification will be issued to the Customer’s main point of contact. The customer will have three (3) business days to make the payment. If payment is not received by the end of the third business day, the Customer account will be temporarily suspended until payment is made. This means the customer will not be able to log in to the account.

All subscriptions are based on a 12-month commitment and are non-cancellable before the contract end date, unless otherwise specified on the Order Form. For orders made online, the contract end-date shall be 12 months from the date of provision of software access.

If changes to your billing information are required, You may make those changes by following the Support links on this site.

## Limitations of Use

You agree you will use the Service in compliance with all applicable local, provincial, state, national, and international laws, rules and regulations. You agree the Service may be used only with websites containing only content which complies with the local laws of the domicile of the website AND complies with the laws of Canada.

This Contract may not be re-assigned.



## Intellectual Property Rights

gShift Labs Inc. owns intellectual property rights relating to the Service, including without limitation, any and all patents, trademarks and copyrights in the application software, text, graphics, data, information, images and files associated with the Service. Accordingly, You agree You will not copy, reverse engineer, reproduce, alter, modify or create derivative works from the Service or in any other way infringe on gShift's intellectual property rights. If gShift determines You are infringing on its intellectual property rights, You agree the damages incurred by gShift may exceed monetary damages and You agree an injunction preventing You from continued infringement is a reasonable remedy to gShift, in addition to monetary damages.

The Service Contract is not a sale of software or other property, nor does it convey any rights to gShift's intellectual property.

## Privacy

In accordance with Canadian privacy law, we hereby inform You any personal information collected by gShift is for internal use only and will not be distributed, sold or otherwise dealt with, other than for internal gShift purposes, which may include contacting You with additional gShift product offerings, which You hereby consent to.

## Termination & Cancellations

gShift may at any time and for any reason terminate the Service, terminate this agreement or suspend or terminate your account if, in gShift's sole discretion, You are determined to be a competitor or if your account is in arrears. gShift may also terminate the Service for any other reason by giving 30 days notice to You to the primary email address gShift has on file for You.

## Indemnification

You agree to indemnify and save gShift harmless for any damages or claims arising out of your use of the Services.

## Liability Disclaimer

The Service, including Customer Support, is provided on an "AS IS" and "AS AVAILABLE" basis and may be modified from time-to-time. gShift makes no warranty or guarantee with respect to the improvement of your web presence or organic placement in search engines. gShift EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. YOU UNDERSTAND AND AGREE YOU USE THE SERVICE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM THE USE OF THE SERVICE. UNDER NO CIRCUMSTANCES SHALL gShift BE LIABLE TO ANY USER ON ACCOUNT OF THE USER'S USE OR MISUSE OF OR RELIANCE ON THE SERVICE. ARISING



FROM ANY CLAIM RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY AND PUNITIVE DAMAGES, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN gShift HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SERVICE, FROM INABILITY TO USE THE SERVICE, OR FROM THE INTERRUPTION, SUSPENSION OR TERMINATION OF SERVICE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICE.

## Governing Law

This Service Contract is governed by the laws of the Province of Ontario.