

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY BEFORE USING THE SITE OR SIGNING UP FOR ANY SERVICE THAT CLOUD&MORE OFFERS.

● **INTRODUCTION**

Cloud&more, its affiliates and their successors and assigns (collectively referred to as "Cloud&more") makes available the web hosting and related services described in Cloud&more's published service descriptions subject to these Terms of Service (the "TOS"). For the purposes of the TOS, the word "you" means the individual requesting one or more services provided by Cloud&more, and, if applicable, includes any other legal entity on behalf of which an individual makes such a request. Additionally, you agree not to make such a request on behalf of any other legal entity unless you have the authority to bind that legal entity to the TOS.

● **ACCEPTANCE OF TERMS**

- Capacity. You represent and warrant to Cloud&more that you have the capacity to enter into a legal agreement in the province, state, territory or country in which you reside. If you do not have the capacity to enter into a legal agreement in the province, state, territory or country in which you reside, do not request services from Cloud&more unless your parent or guardian enters into the TOS on your behalf.
- PLEASE READ THE TOS CAREFULLY. BY CLICKING ON THE "I AGREE" BUTTON OR CHECK BOX ON THE ORDER FORM FOR ANY SERVICE PROVIDED BY CLOUD&MORE, YOU ARE AGREEING TO BE BOUND BY THE TOS AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THE TOS. YOUR USE OF THE SERVICES FURTHER CONFIRMS YOUR ACCEPTANCE OF THESE TOS.
- You represent and warrant to Cloud&more that your use of any service that it provides will not violate any applicable law or regulation in the province, state, territory or country in which you reside. If you are unable or unwilling to do so, do not request services from Cloud&more.

● **YOU**

- Services. The services that you request from Cloud&more by means of the online order form on the Site or otherwise in writing and which Cloud&more agrees to provide subject to these TOS are the "Services".
- Your Information. You represent and warrant that any information you provide about yourself is true, and you will maintain and promptly update such information to keep it true and current.
- Privacy. You have read Cloud&more's Privacy Policy and consent to the use of your personal information as described therein. [Click here](#) to view a copy of the Privacy Policy.
- Communications. Cloud&more reserves the right to communicate with you regarding the Services and your use of the Site. You consent to Cloud&more's use of any contact information that you provide to Cloud&more in doing so.
- Passwords. If you are given a username and/or a password for the purpose of accessing certain features of the Services or certain features of the Site, you are responsible for all activities conducted under that username or password, and you will take all necessary steps to ensure that no one other than you uses that username or password and that password is kept confidential. If you have any reason to believe that any password assigned to you has become known to or been used by any other person, you will inform Cloud&more immediately.
- Changing Passwords. Cloud&more may, at any time, change any username or password assigned by Cloud&more to you, and Cloud&more will notify you when it does so.
- Insurance. You shall maintain, at your own cost, insurance against such risks and in such amounts that could reasonably be expected by persons acting prudently and engaged in similar activities as yourself.

● **DESCRIPTION OF SERVICES**

- General.
 1. Description. For each package of cloud hosting and related services that Cloud&more makes available to its customers, Cloud&more has prepared a specification (each a "Service Description").
 2. Changes to Services. Cloud&more may modify its services and the corresponding Service Descriptions from time to time. Please refer to the Site for the most current Service Descriptions. Cloud&more may also send an email notice of the change to its affected customers.
- Hosting Services.
 1. Any Service identified as a "Hosting Services" in its Service Description is a Hosting Service.
 2. Hosting Environment. Cloud&more shall: (i) maintain and operate the hardware used to host your website(s) (including monitoring the servers used on 24/7 basis); and (ii) use commercially reasonable efforts to maintain reasonable temperature and humidity levels, fire suppression controls, power conditioning equipment and uninterruptible power supplies for the proper ongoing operation of Cloud&more's hosting hardware.
 3. SSD storage. Cloud&more shall provide SSD storage for your website(s)
 4. Internet. Cloud&more shall provide an Internet connection linking your hosted website(s) to the Internet.
 5. Remote Access. You will be given remote access to upload files for your hosted website(s) provided that you do so in a manner consistent with the TOS.
 6. Routing. When Cloud&more hosts a website on your behalf, Cloud&more will route one or more domain names to that website. The exact number of domain names that Cloud&more will route on your behalf will depend on the Hosting Service to which you subscribe. Check the applicable Service Description for more information.
 7. Backup. You acknowledge that unless you subscribe to a Hosting Service that expressly includes the independent backup of Your Content (as defined below) as a service, Cloud&more's backup activities are primarily for Cloud&more's own disaster recovery purposes, and that **YOU ARE RESPONSIBLE FOR THE STORAGE, BACKUP AND ARCHIVING OF YOUR CONTENT**. Please use these tools and backup Your Content frequently.
 8. Maintenance Window. When reasonably possible, any maintenance of the hardware used to host your website(s) will be conducted during one of the following "Maintenance Windows": (i) between 12:00 a.m. and 3:00 a.m. (local time in Toronto, Ontario); (ii) between 12:00 a.m. and 3:00 a.m. (local time in London, England); or (iii) between 12:00 a.m. and 3:00 a.m. (local time in Sydney, Australia). When choosing a Maintenance Window to use, Cloud&more takes into account where the customers who may be affected by the maintenance activities are located (based on the addresses given to Cloud&more by the customers) and what would be the early hours of the morning for most of them.
 9. Availability. A Hosting Service is "Available" if the: (a) the hardware being used to provide it is operating; and (b) the Internet connection provided as part of the Hosting Service is operational.
 10. Measure. Cloud&more will use reasonable efforts to ensure that the Hosting Services will be Available other than for "Scheduled Maintenance" at least 99.9% of the time, measured monthly. Any maintenance or other work performed on Cloud&more's technology infrastructure that takes place during the Maintenance Window or with at least 48 hours' prior notice posted to the Site is "Scheduled Maintenance".
 11. Cooperation. You acknowledge that it is important to coordinate your maintenance activities with those of Cloud&more, and you will not conduct any maintenance activities on Your Content during any Maintenance Window without first obtaining written confirmation that Cloud&more will not be performing any maintenance activities during that Maintenance Window.
- Support.
 1. Technical Support. Cloud&more will provide technical support relating to the Hosting Services via its help desk. The help desk aims to provide technical support 24/7/365. The help desk can be reached by: (i) telephone; (ii) email; and/or (iii) chat. The email address and the telephone number that you should use are set out on the Site.
 2. Verifiable. Cloud&more will use commercially reasonable efforts to resolve each problem reported to Cloud&more's help desk and verifiable as being a problem or deficiency with the Hosting Services.
 3. Assistance. When you report a problem to Cloud&more's help desk, you will provide: (i) any assistance reasonably necessary to allow Cloud&more to verify and resolve that problem; and (ii) all information that you are reasonably able to provide with respect to any problem.

- **CONTENT**

- Intellectual Property. No intellectual property rights are transferred by Cloud&more to you by these TOS.
- Your Content. "Your Content" means all materials, information, data or code that you upload, store, transmit, receive or process in connection with the Services. You hereby grant to Cloud&more and its directors, officers, employees, agents, consultants or subcontractors the right to use, reproduce, transmit and delete (as applicable) Your Content in such manner as may be necessary to enable Cloud&more to perform the Services and otherwise exercise any right or perform any obligations under this Agreement.
- Monitoring Your Content. Although Cloud&more is not obligated to monitor content and assumes no responsibility for Your Content or the content of its other customers, Cloud&more reserves the right, subject to all applicable laws, to investigate Your Content and may block access to, refuse to host, or remove any information or material that it deems to be in breach of section 6.1.

- **ACCEPTABLE USE**

- Unacceptable Use. Unacceptable use refers to any unlawful, illegal or inappropriate use as set out in this section 6. You may not use the Services or Cloud&more's technology infrastructure in any manner that constitutes an unacceptable use. Unlawful or illegal use is the creation, collection, transmission, storage or exchange of any material in violation of any applicable law or regulation. Inappropriate use includes any use or behaviour that may: (i) jeopardize Cloud&more's products, services, technology infrastructure or ability to operate; or (ii) expose Cloud&more to civil liability. Unlawful, illegal or inappropriate use includes use of the Services to:
 1. possess, store, view, download, transmit, distribute (by any peer-to-peer service or otherwise) or traffic any materials that:
 - include child pornography;
 - promote, sell or otherwise disseminate adult related material, pornography or other erotic material that contains nudity or other content determined at our sole discretion as adult-related regardless of merit, including but not limited to adult thumbnail galleries and banner exchanges;
 - infringe any person's copyright or other intellectual property right (including unlicensed or improperly licensed applications, music, games or other materials);
 - wilfully promote hatred against or defame any identifiable individual, group or other organization; including but not limited to promoting hate, violence, or intolerance based on race, age, gender identity, ethnicity, religion, or sexual orientation.
 - promote or advocate human trafficking in any way as determined at our sole discretion;
 - promote prostitution or escort services;
 - promote gambling, casinos, gaming, sports betting, daily fantasy sports, lottery or chain letters regardless of content or origin and regardless of your citizenship or the legality of such activities within your country or jurisdiction;
 - promote or sell illegal drugs or drug paraphernalia;
 - advertise, advocate or operate get rich quick schemes or any high-yield interest programs (HYIP), ponzi or pyramid schemes, prime banks programs, bank debentures/bank debenture trading programs or related sites;
 - can be used for attacking computer systems, networks or internet users and defacing websites, including but not limited to IP scanners, bruteforce programs, spam scripts, executables, mail bombers or other tools or applications;
 - include any form of malware;
 - make threats to a person's safety or property;
 - defame other persons;
 - interfere with the services that Cloud&more provides to its other customers;
 - interfere with, disrupt or damage the servers used by Cloud&more to provide such services, those of Cloud&more's suppliers or those of Cloud&more's other customers;
 - impersonate or falsely state or otherwise misrepresent your identity or affiliation with any person or entity;
 - wilfully bypass or subvert the physical, logical or procedural safeguards such as firewalls, web-filtering software or other access controls used by anyone to gain unauthorized access to anyone's technology infrastructure or distributing computer programs designed to assist in doing so;
 - operate file dumps / mirror scripts (similar to rapidshare), anonymous or bulk SMS Gateways or fraudulent sites including but not limited to sites listed at aa419.org and escrow-fraud.com;
 - broadcast or stream live sporting events including but not limited to UFC, NASCAR, FIFA, NFL, NHL, MLB, WWE or television;
 - operate cryptocurrency / bitcoin miners;
 - undertake any act in violation of any applicable local, provincial, state, national or international law or regulation including any laws relating to:
 - the export of data or software;
 - the protection of human rights;
 - the promotion of hatred;
 - defamation;
 - criminal offences;
 - the protection of intellectual property; or
 - including the sending of commercial electronic messages without consent from the recipients.
 - Unacceptable uses of the Services or Cloud&more's technology infrastructure may also include but are not limited to hosting materials or performing activities such as: unsolicited mailings, newsgroup spamming, hosting topsites for the purpose of distributing, storing or archiving warez releases, copyrighted MP3, illegal content, copyright infringement, trademark infringement, cracks, software serial numbers, and running of any scripts, executables, or other programs or processes that can in any way adversely affect the performance of Cloud&more's technology infrastructure. Cloud&more will be the sole and final arbiter as to what constitutes a violation of this policy.
- Disruptive Uses. You may not use the Services or Cloud&more's technology infrastructure in any manner that interferes with or disrupts Cloud&more's other customers. When any of the following events occurs in relation to any hosted web site, it is a disruptive use, a breach of these TOS and Cloud&more may exercise its rights under section 6.6 including to suspending Services:
 1. generating a daily, weekly or monthly volume of network traffic that is excessive in relation to amount of network traffic typically generated by Cloud&more's other clients who have purchased similar hosting services;
 2. generating spikes in network traffic usage that are out of proportion (in volume or frequency) to those typically generated by Cloud&more's other clients who have purchased similar hosting services;
 3. on a daily, weekly or monthly basis, consuming CPU or other processing resources in a manner that is excessive in relation to amount of network traffic typically generated by Cloud&more's other clients who have purchased similar hosting services;
 4. even if they do not come within (i), (ii) or (iii) above, running peer-to-peer applications, peer-to-peer file sharing, proxy servers, bit torrent, online gaming servers, proxy server network, interactive relay chat (IRC), interactive chat applications, membership or community sites, file sharing, video sharing, photo sharing or other resource intensive services or applications.

5. using SSD storage to store materials unrelated to or unnecessary for the operation of the web site for which the Hosting Services were purchased (for example, using SSD storage for data warehousing, email storage, backups of emails accounts, backups of all or part of any computing, telecommunications or mobile device or other forms of mass data storage); or
 6. the sending of any commercial electronic messages promoting the web site or otherwise directing attention to the web site to any recipient without the recipient's consent
 7. No "Spam": UCE/UBE or "spam" originating from a server located on our network or associated with a Cloud&more server is not tolerated. This includes any email that promotes websites hosted on a server located on the Cloud&more network, but which is sent from an email address not associated with a Cloud&more account.
- Music, Image and Video Files. Responding to and addressing copyright complaints is a time consuming process. From time to time, Cloud&more scans its servers looking for MP3, MP4 and other file formats commonly used for music, images or video. If such files are detected amongst Your Content, Cloud&more may ask you to demonstrate that they are: (i) owned or properly licensed by you; and (ii) if licensed, not being used in a manner that is inconsistent with that license. If you fail to do so for any file or, in the alternative, remove the file from Cloud&more's servers, it is a breach of this section 6.3 and Cloud&more may exercise its rights under these TOS including section 6.6 and section 5.3
 - Reporting. If you become aware that any person has committed, is likely to have committed or is likely to commit any act described in section 6.1, you will promptly report it to the help desk from which you receive technical support.
 - Investigation. Cloud&more reserves the right to investigate suspected breaches of this section 6, and you agree to cooperate with Cloud&more when asked to assist in any such investigation.
 - Breaches. If you breach this section 6, it is probable (in Cloud&more's sole discretion) that you have breached or it is likely that you will breach this section 6 (also in Cloud&more's sole discretion), Cloud&more in its sole discretion may suspend or revoke your access to the Services or Cloud&more's technology infrastructure. Breaches of this section 6 may also result in you incurring criminal prosecution or civil liability.
 - Others Breaches. Cloud&more assumes no liability for enforcing or not enforcing the provisions in its other service agreements relating to acceptable use.
- **IP ADDRESSES**
 - Cloud&more may assign one or more Internet Protocol addresses to you for use with the Services. You acknowledge that you have no right, title or interest in or to any IP addresses assigned to you by Cloud&more or its representatives in connection any Services. Cloud&more or its suppliers may change any such address at any time, but Cloud&more will use reasonable efforts to give you notice of any change if the affected IP address is a fixed IP address.
- **PAYMENT**
 - Fees. The fixed fees and/or rates applicable to any Service are set out in the online order form for the Service (the "Fees"). They may include one-time fees (these are typically for setting up the service) and recurring fees. **PLEASE NOTE THAT THE ONLINE ORDER FORM MAY ALSO SET OUT A RATE INCREASE THAT WILL BECOME EFFECTIVE UPON THE EXPIRATION OF A PROMOTIONAL RATE. SUCH AN INCREASE WILL HAPPEN WITHOUT FURTHER NOTICE TO YOU.** Otherwise, Cloud&more will give you at least 30 days prior written notice of any increase to the Fees.
 - Promotions. From time to time, Cloud&more may offer its services to new or existing clients at discounted or promotional rates. You acknowledge that any such promotion is only applicable to one of your Services if the promotion or discount is clearly set out as applicable on the online order form used that you used to order the Service.
 - Expenses. Unless expressly set out otherwise in an applicable Service Description, you will reimburse Cloud&more for all registrar's fees or other related expenses incurred by Cloud&more in relation to any third-party service described in section 4.3.
 - Taxes. You will pay any present or future sales, goods and services, excise, value-added, or other similar taxes including any related interest or penalties (imposed at any time by any governmental authority) arising from or related to any Services other than taxes based on Cloud&more's net income.
 - In Advance. Payment for Hosting / Cloud Services is in advance. When you order a Hosting Service, you are required to pay the full amount of Fees for the initial term and applicable taxes. When a Hosting Service renews, you are required to pay the full amount of Fees for the renewal term and applicable taxes. A Hosting Service renews when it has not been terminated by you prior to the last date of the initial term or any renewal term for which you have paid.
 - Additional Services. Fees for Additional Services, applicable taxes and reimbursable expenses are due at the end of the month in which they are incurred.
 1. Cloud&more may restrict, suspend or terminate the affected Services; and
 2. the overdue payment shall bear interest at the rate of one percent (1%) per month (an effective annual rate of 12.68%) or the maximum rate permitted by law, whichever is less. Further, Cloud&more shall be entitled to recover its collection costs, including legal fees and expenses.
 - 30 Day Guarantee of Hosting Services.
 1. If at any time during the 30 day period beginning on the date that you purchase Hosting Services for the first of your websites to be hosted by Cloud&more you are not satisfied with the Hosting Services that you are receiving, you may terminate this Agreement by using the web-based tool that Cloud&more provides to you to manage your account to terminate the Hosting Service. If you do so, you will receive a refund.
- **TERM**
 - Term. This Agreement shall be effective as of the date on which you order your first Service and shall continue until terminated in accordance with the terms and conditions set out in section 10 of this Agreement (the "Term").
- **SUSPENSION AND TERMINATION**
 - Suspension. If you breach of these TOS, Cloud&more may, in its sole discretion, restrict or suspend the Services, without prior notice to you and without an opportunity to cure the breach. If you are given an opportunity to and you cure the breach or you demonstrate to Cloud&more satisfaction that you have taken steps to prevent future breaches of the TOS, Cloud&more will lift the restriction or suspension. Cloud&more will give you notice of any suspension or restriction. Whether or not a restriction affects your access to Your Content is in Cloud&more's sole discretion. **PLEASE NOTE THAT FEES WILL BE CHARGED DURING THE PERIOD OF ANY SUSPENSION OR RESTRICTION OF SERVICES.**
 - By You. You may terminate any Service at any time by using the web-based tool that Cloud&more provides to you to manage your account to terminate the Service. **PLEASE NOTE:** Subject to section 8.10, any amounts paid in advance for Services will not be refunded.
 - By Cloud&more. Cloud&more may terminate any Service by giving you at least 30 days written notice of the termination date. Cloud&more may terminate this Agreement immediately and without prior notice to you:
 1. if you breach section 6 (Acceptable Use);
 2. if you breach section 8 (Payment) and do not cure that breach within 10 days of the breach; or
 3. if you breach any other section of these TOS and do not cure that breach within 15 days.
 - Survival. Those sections of this Agreement which by their nature should survive the termination or expiration of this Agreement, including but not limited to 3.4, 4.2(g), 4.2(l), 4.3(b), 4.3(c), 5, 7, 8, 10.4, 11, 12, 13, 14, 16 and 17 will remain in full force and effect following the expiration or termination of this Agreement.
 - Renewals. Services purchased for a set period (for example, three years) will be automatically renewed upon the expiry of that period unless you give Cloud&more written notice of your intention to terminate them at least 30 days prior to the expiry of that period. They will be renewed at Cloud&more's then current rates for such Services.

- **WARRANTIES AND DISCLAIMERS**

- THE INTERNET IS A COMPLEX NETWORK OF EQUIPMENT, SERVICES, AND PROVIDERS OF INFORMATION, THUS THE SERVICE MAY NOT BE AVAILABLE TO YOU AT ALL TIMES. YOU ACKNOWLEDGE THAT THE HOSTING SERVICES AND OTHER SERVICES MAY NOT ALWAYS BE AVAILABLE, AND WITH THE EXCEPTION OF ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, CLOUD&MORE EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS WITH RESPECT TO THE HOSTING SERVICES OR OTHERWISE ARISING FROM THIS AGREEMENT WHETHER EXPRESS OR IMPLIED, PAST OR PRESENT, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY THAT THE HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

- **LIMITATIONS OF LIABILITY**

- Limit. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF CLOUD&MORE (INCLUDING ITS REPRESENTATIVES AND SUPPLIERS) TO YOU, THE CLIENT, FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, EXCEED THE AMOUNT PAID BY YOU, THE CLIENT, DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH YOU, THE CLIENT, MAKE YOUR FIRST CLAIM FOR DAMAGES.
- Indirect Damages. Cloud&more (INCLUDING ITS REPRESENTATIVES AND SUPPLIERS) SHALL NOT BE LIABLE TO YOU, THE CLIENT, OR YOUR END USERS IN ANY WAY WHATSOEVER, FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, REVENUE OR PROFIT RESULTING FROM OR ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OR USE OF THE HOSTING SERVICES. THIS LIMITATION SHALL APPLY WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, OR WHETHER CLOUD&MORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Some jurisdictions do not allow the exclusion of incidental, special or consequential damages. If any jurisdiction having applicability to the TOS does not permit any such exclusion or limitation, Cloud&more's total liability to you in connection with any incidental, special or consequential damages will be limited by section 12.1.
- Allocation of Risk. You (the Client) and Cloud&more understand and agree that, to the extent permitted by applicable law, the foregoing exclusions and limitations of liability represent the parties' agreement as to allocation of risk between them in connection with their respective obligations under this Agreement. The fees payable to Cloud&more reflect, and are set in reliance upon, this allocation of risk and the exclusions and limitations of liability set forth in this Agreement.

- **INDEMNIFICATION**

- You agree to indemnify and hold Cloud&more and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to Your Content, your use of the Services or any wilful misconduct on your part.

- **AGREEMENT**

- Entire Agreement. These TOS and all documents incorporated herein by reference constitute the complete agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous discussions, negotiations, understandings and agreements, written or oral, regarding such subject matter.
- Severability. Should any provision of this Agreement be held to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the extent permissible, and all other provisions will remain in effect and are enforceable by the parties.
- Waiver. No waiver of any part of this Agreement will be deemed to be a waiver of any other provision. No term of this Agreement will be deemed to be waived by reason of any previous failure to enforce it. No term of this Agreement may be waived except in a writing signed by the party waiving enforcement.
- Interpretation. The headings used in the Terms are for convenience of reference only. No provision of the Terms will be interpreted against any party merely because that party or its legal representative drafted the provision. All remedies are cumulative. Throughout the TOS, the term "including" or the phrases "e.g.," or "for example" have been used to mean "including, without limitation".

- **ASSIGNMENT**

- TOS. You may not assign the agreement represented by these TOS, either in whole or in part, without the prior written consent of Cloud&more. Any other attempted transfer or assignment of rights hereunder shall be null and void.
- Cloud&more. Cloud&more may assign its rights and obligations hereunder without your prior consent.

- **NOTICE**

- Notice. Any notice or other significant communication given to you pursuant to the Terms will be in writing, addressed to any email address or address that you provided to Cloud&more when acquiring your first Service (as updated by you in accordance with section 3.2) and sent to you by email or by nationally recognized overnight courier as applicable. Any notice or other significant communication given to Cloud&more pursuant to the TOS will be in writing and sent to Cloud&more at the address then listed on the Site in the Contact Us section by fax or nationally recognized courier. Notices will be deemed to have been received one business days following: (i) email transmission by Cloud&more to you; (ii) deposit with a globally recognized overnight delivery service, all delivery charges pre-paid; or (iii) transmission if sent by facsimile and receipt confirmed by the facsimile machine used.

- **OTHER**

- Governing Law. This Agreement will be governed by the laws of the Province of New Brunswick and the laws of Canada applicable therein, without reference to the conflict of laws provisions. The parties consent to the jurisdiction of the courts of New Brunswick, Municipality of City of Moncton.
- Independent Contractors. The relationship between the parties is that of independent contractors, and not that of partnership, joint venture, employment, franchise or agency. Neither party may incur any obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.
- Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control that could not have been avoided by the exercise of reasonable foresight provided that such party gives the other party prompt notice of such cause and uses reasonable commercial efforts to correct such failure or delay in performance.

- **AMENDMENT**

- Cloud&more may change the TOS from time to time and at any time. When Cloud&more changes the TOS, Cloud&more will: (i) post the updated version of the TOS on the Site together with the date on which it was revised; and (ii) on home page for the Site for at least 30 days following any change to the TOS post a notice that the TOS have been updated.
- As well, Cloud&more may, but is not obliged to, ask you to actively confirm your consent to the revised TOS. If Cloud&more does not do so, but you continue to use the Services or Site after the changes come into effect, you will be deemed to have agreed to abide by the revised TOS. If you do not agree with the revised TOS without qualification, terminate any existing Services that you are receiving from Cloud&more and instruct Cloud&more to disable any password for the Site assigned to you.
- Cloud&more reserves the right, in its sole discretion, to change or modify the Site from time to time including but not limited adding or removing functionality or features or changing its name.