

These Terms and Conditions of Service are applicable to your access of the Website Bunker Web Site, and to your use of the services offered through the Website Bunker Web Site. By using any of the services or products provided or serviced by Website Bunker, either directly or through a reseller, you acknowledge that you have read, understood, and agree to be bound by our Terms and Conditions.

The present Terms and Conditions are effective as of December 2, 2016 and apply to all users.

## 1. Terms and Conditions

---

You must read and accept the present Terms and Conditions, Privacy Policy and Acceptable Use Policy and other policies applicable to other services, found at <https://websitebunker.net/legal> before you can use the Website Bunker Web Site or any Website Bunker services. By accessing and continuing to use the Website Bunker Web Site, you confirm your agreement to be subject to the Terms and Conditions. If you do not agree to these Terms and Conditions, please do not access or use the Website Bunker Web Site. Website Bunker may need to modify these Terms and Conditions from time to time, to adapt to changing technologies, laws and/or regulations. Website Bunker may choose to provide the Client with a prior written notice if the changes significantly impact the Client's services, but Website Bunker will do this solely at its own discretion and is in no way obligated to provide notice. Any changes to the Terms and Conditions shall enter into force within thirty (30) days of their publication on the Website Bunker Web Site.

### 1.1. Eligibility Criteria of Website Bunker Services

The services offered through the Website Bunker Web Site are available only to persons who have the legal capacity to contract, among others, without limiting the generality of the foregoing, our services are available only to persons aged 18 and over. If you are under the age of 18, you can use the Website Bunker Web Site only with the permission and under the supervision of your parents or legal guardian. Website Bunker also reserves the right to restrict the use of the Site to members who have been temporarily or permanently suspended. If your registration is made on behalf of a corporation, you certify that you are a duly authorized representative of that corporation.

## 2. Account Creation, Maintenance, Modification and Cancellation

---

### 2.1. Account Creation

You can create an account by filling in the form provided on the Website Bunker web site. Fees associated with our services can also be found on our web site.

### 2.2. Accurate Information

You agree to maintain accurate information by providing updates to Website Bunker, as needed, while you are using Website Bunker services. You agree you will notify Website Bunker within ten (10) business days when the information you provided as part of the application and/or registration process changes. You agree that Website Bunker may use and rely on any such information provided by you for all purposes in connection with your services, subject to Website Bunker's Privacy Policy (<https://websitebunker.net/legal/privacy-policy>). Should you provide any information that is inaccurate, misleading or incomplete, or if Website Bunker has reasonable grounds to suspect that your information is inaccurate, misleading or incomplete, Website Bunker has the right, in its sole discretion, to terminate its services and close your account.

### 2.3. Account Maintenance and Security

You agree to use your account solely for lawful purposes and agree that you are fully responsible for all content and data on your account. You agree that you are fully responsible for maintaining the confidentiality of your customer number and login information, password, credit card number (collectively the "Account Access Information"). You agree that you are entirely responsible for any and all activities that occur under your account. You agree to notify Website Bunker immediately of any unauthorized use of your account or of any other breach of security. You agree Website Bunker will not be liable for any loss that you may incur as a result of someone else using your Account Access Information, either with or without your knowledge. You also agree that you could be held liable for losses incurred by Website Bunker or another party due to someone else using your Account Access Information. Website Bunker advises you keep your Account Access information in a secure location and take precautions to prevent others from gaining access and/or using your Account Access Information. You may not, under any circumstance, compromise the security of your account or of the Website Bunker infrastructure in any way. While Website Bunker has several measures in place to increase the availability and reliability of the data stored on its servers, you agree to maintain your own backup copies of all data stored on our servers and not to hold Website Bunker liable for any errors or interruption of services, whether within or outside of Website Bunker's reasonable control.

### 2.4. Responsibility for Content

You agree that you are solely responsible for the content stored on and served by your hosting accounts. You further agree that you are responsible for all activity in your account, whether initiated by you, by others on your behalf, or by any other means. Website Bunker disclaims liability for any activity in your account, whether authorized by you or not. For details on unauthorized activities, please consult our Acceptable Use Policy, available here: <https://websitebunker.net/legal/aup>

### 2.5. Account Suspension and Cancellation

Any service contract is automatically renewed at the end of each payment period. You may cancel your account and prevent an automatic renewal by requesting a formal cancellation through the Client Area on our Web Site at least 10 days prior to your service's expiry date. The cancellation request must include all the necessary details to allow a Website Bunker agent to properly identify the account in question, including your full domain name and hosting account type. You agree to comply with all the present Terms of Services and understand that Website Bunker may need to suspend or terminate without prior notice any accounts that do not comply with these Terms and Services in order to maintain a safe and secure environment for our clients.

### 2.6. Backups

Website Bunker performs regular courtesy backups of data stored on most shared hosting accounts. Backups are offered as a courtesy service and are not guaranteed. Under no circumstance will Website Bunker be held responsible for any loss resulting for incomplete or incorrect backups. The Client is solely responsible for making regular and complete backups on their own computers of all data stored on Website Bunker servers. Accounts using more than 10 Gigabytes of disk space or using more than 100,000 inodes will have their backup service automatically disabled in order to maintain system performance. On these accounts, courtesy backups may be reactivating by freeing up additional disk space and then contacting our Customer Service team.

### 3. Privacy Policy

---

Website Bunker is committed to your privacy, and does not sell, trade or give out your personal information unless required as part of your service contract or by law. For our complete privacy policy, please consult <https://websitebunker.net/legal/privacy-policy>.

### 4. Acceptable Use Policy

---

In a shared web hosting environment, several clients must share server resources. As such, it is important not to use your hosting account in any way that may negatively affect other Website Bunker clients. Our Acceptable Use Policy (hereinafter "AUP") describes what is and what is not allowed on our servers.

### 5. Domain Names

---

Domain name registrations, renewals, and transfers must respect our Domain Names Policy.

### 6. ID Protect Service

---

If purchased in conjunction with certain types of domain names, the ID Protect service is intended to shield the customer's personal information from the public domain name information database, called the « WHOIS » database, by replacing the customer's information with the confidentiality services information. The ID Protect service cannot prevent information from being published by third parties, nor does it remove any public « WHOIS » information that may have been saved and published by other parties prior to the purchase and activation of the ID Protect service. The ID Protect service is not available for all domain types (TLDs). The ID Protect service is non-refundable and is not covered by our money-back satisfaction guarantee. The Client must maintain accurate contact information in their private Website Bunker profile at all times, as stipulated by ICANN rules and regulations.

### 7. Online Shop

---

The Online Shop product is intended to facilitate the presentation and/or sale of products and services via a client's web site. Website Bunker will install and perform a custom configuration of a shopping cart software on the client's chosen domain. Upon request, Website Bunker may perform limited customization to the shopping cart's appearance (also referred to as "template customization"), so long as such requests are submitted via a helpdesk ticket within 30 days of the initial order. The limited customizations may include:

1. Addition of a logo and/or banner.
2. Minor changes to site layout, based on existing template.
3. Change of font type, font size, and/or font colors.
4. Change of background colors.

Additional customizations may also be performed, at the client's request, for an additional fee. The client will be solely responsible for managing their online store, including adding and managing their products or services, provisioning their orders and accepting payments. The client understands that the use of the Online Shop is limited to the functionality offered by the shopping cart software and its various modules and plugins, as described in the Online Shop section of the Website Bunker Web Site. The client may need to open separate accounts with "payment Gateway" or merchant providers, such as Paypal, in order to accept credit card payments through their web sites. The client is responsible for any and all fees relating to these third-party services.

### 8. SSL Certificates

---

The use and installation of GeoTrust RapidSSL Certificates offered by Website Bunker are subject to the terms and conditions of GeoTrust: [http://www.rapidssl.com/resources/pdfs/RapidSSL\\_Subscriber\\_Agmt\\_v1.0.pdf](http://www.rapidssl.com/resources/pdfs/RapidSSL_Subscriber_Agmt_v1.0.pdf) The use and installation of COMODO SSL Certificates offered by Website Bunker are subject to the terms and conditions of COMODO. SSL Certificates can only be installed on hosting accounts having their own dedicated IP address. If a dedicated IP address was not purchased prior to, or at the same time as, the SSL certificate, you will be unable to install and activate your SSL certificate on your hosting account until you have purchased and received confirmation of activation of a dedicated IP address. Following an SSL purchase, a Website Bunker technician will request a certificate from GeoTrust or Comodo (depending on the certificate) and attempt to complete its installation on your account within 72 hours. Your Web Site may experience several hours of downtime during the SSL installation process. Unless otherwise requested prior to the installation, an SSL certificate will be installed and will work exclusively with the address <https://primarydomain.com>, where primarydomain.com will be your domain name on which the SSL certificate installation was requested. A maximum of one (1) SSL certificate can be installed per hosting account and per IP address. SSL Certificates are non-transferable, non-refundable and are not covered by our money-back satisfaction guarantee.

### 9. Webmaster Help Service

---

The Webmaster Help Service is a paid service offered by Website Bunker in order to assist you with advanced technical issues relating to their web sites, outside of the scope of our standard technical support. The Webmaster Help Service is billed by the hour, at an hourly rate established on Website Bunker's Web Site or through written communications prior to the start of work. If a phone consultation is required, a support agent will be made available at a phone number that will be provided to you for a maximum of 50 minutes, at a time that is convenient to both you and our staff. We cannot place outgoing calls outside of North America and cannot

receive incoming calls outside of our regular work hours, which are from Monday to Friday, 9AM-6PM Eastern Standard Time, and exclude holidays. Website Bunker cannot guarantee any specific results with their Webmaster Help Service. While our technician will attempt to complete the given task in the time they have available, the results will depend entirely on the complexity of the project and the time-frame available. If our technician is unable to complete the required work in the allotted time slot, you will be informed of this and will have the option of ordering additional work-hours of the Webmaster Help Service. The Webmaster Help Service is non-refundable and is not covered by our money-back satisfaction guarantee. The first hour of Webmaster Help fees must be paid prior to the start of the work, and additional hours incurred must be paid in full within five (5) days of the work being performed.

## 10. Dedicated IP Address

---

All dedicated IP addresses assigned to you must be maintained by you in a manner that confirms to the norms and regulations set forth by ARIN (<https://www.arin.net/policy/nrnm.html>), and must be used at 80% within 30 days of being assigned. At the outset, unless otherwise noted, you will be assigned a shared IP address. Afterward, if justified, you may obtain one (1) dedicated IP address per hosting account, at additional cost. The only two valid justifications for a dedicated IP address according to ARIN are (1) to install an SSL certificate or (2) to configure an anonymous FTP server. Website Bunker reserves the right to evaluate the pertinence of any dedicated IP address request, and deny such requests if they do not comply with ARIN regulations. Website Bunker retains at all times full control and rights to the IP addresses assigned to you, and reserves the right to modify or remove assigned addresses with prior notice. A dedicated IP address change may incur an unavailability of your web site lasting up to 24 hours, due to DNS propagation.

## 11. Site Transfers

---

Website Bunker will make every effort to help you move your site to us within 48 hours of your order. However, transfers are provided as a courtesy service, and Website Bunker can not make guarantees regarding the availability, possibility, or time required to complete an account transfer. Each hosting company is different, and some hosting platforms save data in an incompatible or proprietary format, which may make it difficult if not impossible to migrate some or all account data. We will try our best, but in some cases we may be unable to assist you in a transfer of data from an old host. The site transfer service request must contain complete access details to your old account, in writing, via our online helpdesk, and must include all necessary login information to allow our technicians to connect to your previous hosting account. Requests placed after the initial 7-day period are subject to standard Webmaster Help service rates.

## 12. Affiliate Program

---

The terms and conditions of the affiliate program can be found at <https://websitebunker.net/legal/affiliates>.

## 13. Reselling

---

You may, through the purchase of specific Reseller hosting services, resell to your customers the use of Website Bunker's hosting environment, as described on the Reseller Hosting service page. You must ensure and enforce that all your customers that use any of our servers or services abide by our Terms and Conditions. You agree to defend, indemnify and hold harmless Website Bunker, its officers, directors and employees, from any and all liabilities, costs and expenses, including reasonable legal fees, related to or arising from any act or omission of any such the customer that would be a breach of these Terms and Conditions if committed by you.

## 14. Search Engine Listing

---

Website Bunker is not directly associated with any search engines and is not responsible for the ranking of your web site in search results. However, Website Bunker does offer certain Web Marketing services that may assist you in obtaining favorable search engine rankings with specific search engines, using specific keywords. Website Bunker cannot guarantee specific results beyond what is described or guaranteed on the Website Bunker Web Site.

## 15. Service Guarantees

---

### 15.1. Money-back guarantee

Website Bunker is fully committed to your satisfaction and offers the following money-back guarantee: if you are not 100% satisfied for the service obtained within 30 days of your purchase, Website Bunker will refund your hosting costs. The money-back guarantee applies exclusively to shared web hosting and reseller hosting packages. Other services are not eligible for the money-back guarantee. Please see paragraph 18 of the present Terms and Conditions for details.

### 15.2. Guaranteed technical support in 24 hours or less

Website Bunker guarantees fast and effective technical support to help you deal with any problems. We guarantee we will respond to questions sent to our support staff through a helpdesk support ticket within a maximum of 24 hours (although we normally reply much faster than that). This guarantee does not apply to incomplete support requests, requests that do not reach us (due to inappropriate use of the helpdesk support system), requests not directly linked to the services provided by us, or requests that have been responded to but require additional resolution time due to causes outside of our control. Response times may be longer during Canadian holidays and weekends. If a technical request is not answered within the aforementioned timeframe, you will be entitled to one 25% credit on your monthly hosting fees per incident, up to a maximum of 100% of your monthly hosting fees. This credit will be applicable on future hosting fees.

### 15.3. 99.9% Guaranteed Server Availability

Website Bunker understands the importance of having a continuously available web site and guarantees a server availability (or “uptime”) of 99.9%, calculated monthly. Our servers are considered available if they respond to external HTTP and PING requests from at least two different external monitoring services. Any scheduled maintenance outage will not be taken into account when computing monthly uptime. Sporadic or localized outages due to Internet network conditions outside of our control will also not be taken into account when computing monthly uptime, nor will incorrect DNS or account manipulations by the Client, including programming errors or script errors. If unscheduled outages cause the server to be unavailable for more than 0.01% of the month (or 43 minutes), you will be eligible to a 5% credit on your monthly fees for every hour of unscheduled downtime, up to 100% of your monthly hosting fees. Credits are only available for hosting accounts and will be applicable on future purchases or renewals with Website Bunker following the reception of a written helpdesk request from the affected Client.

## 16. Renewals

---

All active services will be billed to your payment method of choice 5 days prior to the service renewal due date. In the event that you do not wish to renew your services, you must send a written notice to Website Bunker at least 10 days prior to their service’s renewal date in order to avoid being charged for the automatic renewal of your services. Renewal invoices are generated automatically for all active services a minimum of three weeks prior to your services’ expiry date and are sent by email as well as being made available to you in the Client Area. You must maintain an active email address on file with us at all times in order to receive important account information, including invoices and expiry notices. You may also access, review and pay your invoices securely online through your Client Area. All services not paid on their due date risk being suspended immediately, and may be terminated permanently shortly after, at Website Bunker’s sole discretion. Should you wish to reactivate your services after they have been suspended, a reactivation fee may apply. By making any purchase by credit card or by adding a valid credit card to your account, you authorize Website Bunker to automatically charge your credit card for any service renewals prior to the service’s expiry date. You may deactivate these pre-authorized charges by sending a written cancellation request at least 5 days prior to the service’s expiry date.

## 17. Payments

---

Website Bunker accepts payments by checks, money orders, Visa, Mastercard, Paypal, Email Interac transfers with participating banks, wire/bank transfers and Western Union transfers. All payments must be made in Canadian dollars, unless stated otherwise. A first payment is required prior to the activation of a service, and all following invoices must be paid in full prior to their due date. Any overdue invoice will carry an interest of 2%, compounded monthly (corresponding to a yearly interest rate of 26.86%). Any returned or bounced checks due to insufficient funds will incur additional fees of 35.00\$, plus taxes. All non-automated payments (checks, wire transfers, money orders, Interac or Western Union) must be made for a minimum total amount of 50.00\$, excluding taxes. Any amount paid exceeding the invoiced amount will be added to your account in the form of credit to be used automatically for any future payments. Non-automated payments of less than 50.00\$ are subject to a 20.00\$ administrative fee, plus applicable taxes.

## 18. Refund Policy

---

You can request a refund within the context of Website Bunker’s money-back guarantee within 30 days of payment by sending a written request through the Website Bunker online helpdesk system. Refunds are only available for web hosting and reseller hosting products, for payments made by credit card or via Paypal. Refunds cannot be given for payments made by check, money order, wire transfer, Western Union, Money Gram, or Interac Email Payments. Pre-paid funds cannot be refunded after the initial money-back guarantee period. Refunds will be issued in a maximum of 30 days following the reception of the complete refund request. The following products and services are non-refundable: domain name registrations and renewals (including ID Protection services), dedicated servers (including associated control panel and Operating System licensing fees), SSL certificates (including installation and setup fees), Webmaster Help, Email Marketing and Web Marketing services. In the event that a non-hosting product or service was offered at a discounted rate with the purchase of a hosting product, the original full value of said product or service will be withheld from any refunded amount. Setup and installation fees are non-refundable. Billing errors can be credited for a maximum retroactive period of 2 months. In the unlikely event that a billing error comes to your attention, you are encouraged to contact Website Bunker as quickly as possible to correct the error.

## 19. Chargebacks and Reversals

---

In the event you issue a chargeback or reversal of charges you will be responsible for a \$50.00 billing service fee. Bounced checks returned by Website Bunker’s banking institution due to insufficient funds will incur a penalty of 35.00\$.

## 20. Disclaimer and Limitation of Liability

---

20.1. SUBJECT TO THE WARRANTIES SPECIFICALLY PROVIDED IN THIS AGREEMENT, WEBSITE BUNKER DOESN’T (I) MAKE ANY REPRESENTATION OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, REGARDING THE SERVICES OR PRODUCTS PROVIDED OR SERVICED BY WEBSITE BUNKER, EITHER DIRECTLY OR THROUGH A RESELLER, AND THE WEBSITE BUNKER WEB SITE, ITS CONTENT AND THE SERVICES AND (II) ASSUME ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF COMPLIANCE OR NON-INFRINGEMENT. FURTHERMORE, SUBJECT TO THE WARRANTIES SPECIFICALLY PROVIDED IN THIS AGREEMENT. WHEN USING OR WHEN SEEKING TO USE THE WEBSITE BUNKER WEB SITE, THE USER EXPRESSLY AGREES THAT WEBSITE BUNKER MAKES NO WARRANTY OR REPRESENTATIONS REGARDING THE SERVICES OR PRODUCTS PROVIDED OR SERVICED BY WEBSITE BUNKER, EITHER DIRECTLY OR THROUGH A RESELLER AND THE WEBSITE BUNKER WEB SITE’S CONTENT: (I) NO WARRANTY OR REPRESENTATION IS MADE WITH REGARD TO THE CONTENT OF THE WEBSITE BUNKER WEB SITE AND WITH REGARD TO ITS UP-TO-DATENESS, ACCURACY OR COMPLETENESS; AND (II) AS A SERVICE TO USERS OF THE WEBSITE BUNKER WEB SITE, WEBSITE BUNKER INCLUDES LINKS TO OTHER WEB SITES FOR WHICH WEBSITE BUNKER HAS NO CONTROL. WEBSITE BUNKER DOES NOT ENDORSE OR REPRESENT, IN ANY WAY WHATSOEVER, THE PRODUCTS, SERVICES, CONTENT

OR ACCURACY OF THE CONTENT FOUND ON SUCH WEB SITES AND USERS IRREVOCABLY WAVE BY THE PRESENT AGREEMENT ANY CLAIM AGAINST WEBSITE BUNKER IN CONNECTION WITH SUCH WEB SITES; AND (III), WEBSITE BUNKER MAKES NO WARRANTY THAT ITS SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WEBSITE BUNKER DOES NOT WARRANT, NOR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR RESULTS OF, ANY OF THE SERVICES IT PROVIDES, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. 20.2. WEBSITE BUNKER WILL IN NO EVENT BE LIABLE REGARDING THE WEBSITE BUNKER WEB SITE OR ANY OTHER RELATED WEB SITE, WITH RESPECT TO ANY PARTY OR FOR ANY DAMAGE OR HARM ATTRIBUTABLE TO (INCLUDING AND WITHOUT LIMITATION) A BREACH OF CONTRACT, ERROR, OMISSION, OR FOR DAMAGE OR OTHER DAMAGES THEREFORE, DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR SYSTEM OF INFORMATION MANAGEMENT, LOSS OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES AND THAT, EVEN IF WEBSITE BUNKER IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. 20.3. ALTHOUGH WEBSITE BUNKER ENDEAVOURS TO MAINTAIN THE ACCURACY OF THE INFORMATION, ERRORS CAN BE PRESENT. IN THE EVENT WEBSITE BUNKER NOTICES AN ERROR, IT WILL BE CORRECTED AS SOON AS POSSIBLE, AND THE CUSTOMERS CONCERNED WILL BE ADVISED ACCORDINGLY.

## 21. Entire Agreement

---

This Agreement, related policies found at <https://websitebunker.net/legal> and any Service Orders signed by the parties constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals and prior discussions and writings between the parties with respect thereto. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, Website Bunker MAKES NO REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. In case of any dispute or inconsistency this main agreement, any attachments, and/or any Service Order, the Service Order will take first priority and these Terms and Conditions will take second priority in interpreting the parties' rights and obligations.

## 22. Force Majeure

---

Website Bunker will make every effort to keep its web site and services operational. However, certain technical difficulties and other factors outside of its control may, from time to time, result in temporary service interruptions. You agree not to hold Website Bunker liable for any of the consequences of such interruptions.

## 23. Trademarks and Copyrights

---

The names Web Hosting Canada, Hébergement Web Canada, Website Bunker, Website Bunker.ca, hebergement-canada.net, nCube Solutions, and Website Bunker.ca, as well as the logos associated with these names are trademarks owned by Website Bunker. Any use of these trademarks is strictly prohibited without the prior written consent of Website Bunker. In addition, all names and trademarks belonging to third parties and appearing on the Website Bunker Web Site are the property of their respective owners and may be used only with the consent of their respective owners. The Website Bunker Web Site, along with its contents, including text, images and the selection and arrangement of its data, are protected by copyright © 2017, Website Bunker ALL RIGHTS RESERVED. You can view and download the information contained on the Website Bunker Web Site for your personal use and not for commercial purposes. Any other use, modification or copying of the Site, in whole or in part, without Website Bunker's prior written consent is prohibited.

## 24. Questions and Concerns

---

If you would like more information about Website Bunker's Terms and Conditions, please contact Website Bunker via our helpdesk. Please contact us with your questions and concerns and we will deploy our best efforts to assist you.

## 25. Complaints

---

Complaints or policy violations must be reported to <https://websitebunker.net/contact.html> or by mail at Websitebunker, 871 Coronado Center Drive, Suite 200 Henderson, Nevada, United States, 89052

## 26. Severability

---

Should any provision of these Terms and Conditions be contrary to law, void, enforceable or illegal for any reason, such provision shall be deemed severable from the Terms and Conditions and shall not affect the validity or the enforceability of the remaining provisions.

## 27. Applicable Law and Jurisdiction

---

This Agreement and its interpretation are subject to the laws of the province of Quebec and the laws of Canada applicable therein, without giving effect to any principles of conflicts of laws. The Parties must irrevocably submit all disputes arising out of this Agreement to the courts of the District of Montreal, Province of Quebec, including disputes regarding the Agreement's interpretation and its effects.