



## **USER AGREEMENT TERMS AND CONDITIONS**

**IMPORTANT! YOUR ACCESS TO THIS WEBSITE AND SOFTWARE IS SUBJECT TO LEGALLY BINDING TERMS AND CONDITIONS. BY USING THIS WEBSITE YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS.**

CAREFULLY READ ALL OF THE FOLLOWING TERMS AND CONDITIONS BEFORE PROCEEDING. ACCESSING THIS WEBSITE BY CLICKING THE "I ACCEPT" BUTTON, BELOW, IS THE EQUIVALENT OF YOUR SIGNATURE AND INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS AND THAT YOU INTEND TO BE LEGALLY BOUND BY THEM.

IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE CLICK ON THE "EXIT" BUTTON BELOW.

This User Agreement (the "Agreement") is a legal agreement between you ("You") and Landscape Safety Inc. doing business as GREENIUS (hereinafter "Greenius") which includes online documentation and associated printed materials. "We" and "Us" means Greenius. The effective date of this Agreement is when You accept or are deemed to accept this Agreement in accordance with the procedure set out in this Agreement. "You" or "Your" means the person or company who is being licensed by Subscription to use the Subscription software.

WARNING! Please be advised that, to the best of our knowledge, all landscape equipment presented in the Greenius Safety Modules met, complied and conformed with the safety requirements specified by the American National Standards Institute ("ANSI"), at the time of manufacture, and at the time our instructional materials were produced, and all instructions shown in the Modules apply only to equipment which meets these standards. The lessons and instructions shown in the Modules are not a substitute for reading the owner's manual and the specific information contained therein related to the specific make and model of your particular piece of equipment. You hereby consent to the exchange of information and documents between You and Greenius electronically over the Internet or by e-mail; if to You, to the email address which you will provide or, if to Company, at [info@goGreenius.com](mailto:info@goGreenius.com) and that this electronic Agreement shall be the equivalent of a written paper agreement between You and Greenius. Please contact us at [info@goGreenius.com](mailto:info@goGreenius.com) for any queries.

### **1. DEFINITIONS**

**1.1 Definitions.** Capitalized terms in this Agreement will have the following meanings: "Agreement" means this User Agreement between You and Greenius including the recitals hereto and all schedules annexed to this Agreement as the same may be amended from time to time in accordance with the provisions hereof; "Article" or "Section" means and refers to the specified article or section of this Agreement;

"Business Day" means any day, [9:00 a.m. to 5:00 p.m. EST], which is not a Saturday, Sunday or statutory holiday in London, Ontario; "Subscription Software" means certain commercial software products and webservices being provided to You under this Agreement, including executable program modules thereof, as well as related documentation and computer readable media and includes the set of computer programs in object code format, and includes any updates, future corrections, changes, enhancements or modifications thereto that may be provided by Greenius, which set of computer programs are owned or marketed by Greenius and are specified in the Agreement. "Seat Subscription" means Subscription Software licensed based on the number of users who have access to the software.

## **2. SOFTWARE SUBSCRIPTION, RIGHTS & RESTRICTIONS**

**2.1 Software Subscription and Rights.** In consideration of the mutual covenants, and subject to the terms and conditions contained in this Agreement, including payment by you of the Subscription User Fee, Greenius hereby grants to You a personal, revocable, non-exclusive and non-transferable Subscription to access, read and use the Subscription Software solely in order to utilize the Products and Services as provided under this Agreement. The program modules and materials available for viewing and streaming on this site are subject to this User Agreement and the applicable copyright terms, as well as any specific guidelines contained herein and if you view or stream any materials from this site, you agree to be bound by the terms contained herein as well as the specific guidelines related to the materials You wish to view or stream.

**2.2 Restrictions on Use.** The Subscription granted herein, is restricted to the use of the Subscription Software by You and solely for the purpose of reviewing the program modules. Without limiting the generality of the forgoing, You will use the Subscription Software only for the purposes set forth herein, and, further, You expressly agree that You DO NOT have rights to:

(a) own title to, or transfer title to the Subscription Software to another party; (b) distribute, or sub license or otherwise provide copies or any rights in relation to the Subscription software to any third party, for any purpose including without limitation compiling an internal database, redistributing or reproduction of the Content by the press or media or through any commercial network, cable or satellite system; (c)pledge, hypothecate, alienate or otherwise encumber the Subscription Software to any third party; (d) use the Subscription Software to rent, lease or otherwise provide location enabled tele-communication or information services to Your customers, including, without limitation, data processing, hosting, outsourcing, service bureau or online application services (ASP) offerings; or (e)create derivative works of, modify, enhance, reverse-engineer, decompile, disassemble, adapt, translate, transmit, arrange, sell, claim ownership, alter, modify, copy, bundle, sell, export, merge, transfer, adapt, loan, assign, share, outsource, host, reproduce, publish, upload, post, publicly display or make available to any person or otherwise use, either directly or indirectly, the Content in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise; (f)use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. Greenius reserves the right to bar any such activity;

g) attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site, or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means; (h) use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site; (i) allow for the use of the Modules by anyone other than You.

*You shall not permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of Greenius or its licensors or allow any third-party to access the Content. The restrictions set out in this Agreement shall not apply to the limited extent the restrictions are prohibited by applicable law or have been specifically authorized by Greenius in the permissions and trademark guidelines contained herein.*

**2.3 Enforcement of Restrictions.** We will have the right to inspect and enforce the restrictions and covenants contained in this Agreement at Your sole expense, and You hereby agree to promptly notify Greenius of any known violations of such restrictions.

**2.4 Our Obligations.** Upon execution of this Agreement, We will:

- a) permit You to access your individual account and each program module paid for in accordance with the Agreement;
- (b) provide You with ongoing updates to the Subscription Software as We consider needed. In each case, We will automatically provide and install the necessary updates and will notify You when the update has been installed.

**3. OWNERSHIP AND COPYRIGHT.** You acknowledge that any and all intellectual property rights in the Subscription Software, information, content, reports, data, databases, graphics, interfaces, web pages, text, files, software, product names, all training materials and modules, company names, trade-marks, logos, trade names and computer code contained on this web site (collectively the "Content") including the manner in which the Content is presented or appears and all information relating thereto, are the property of their respective owners as indicated or Greenius as the case may be. The Subscription Software is protected under Canadian copyright laws and international treaty provisions. You do not obtain any ownership right, title, or other interest in any Greenius, or otherwise, copyrighted materials or trademarks by downloading, streaming, printing, viewing, copying or otherwise using these materials. Certain logos, product names and trademarks owned by Us may be contained within the printed materials and electronic manifestations of the Subscription Software. You will have no right to use such marks in any end-user applications except as set out in this Agreement.

**4.FEES.** You agree to pay to Greenius the Subscription Fee (the "Fee") with respect to this Agreement, for each module or bundle of modules, as specified on the Greenius website, which said Fee shall be due and payable in accordance with the payment terms specified herein. The Fee shall be due and payable prior to obtaining access to the Subscription Software.

**4.1** Any sales, goods and service taxes, any other taxes or duties whether presently in force or imposed in the future, payable with respect to the products or services supplied herein shall be assumed and paid by You.

**4.2** Any amounts not paid by You when due shall bear interest at the rate of 2% per month (which is equivalent to 24% per annum), calculated from the date the payment was due until receipt by Greenius of such payment, in full, plus applicable interest.

**5. SEAT SUBSCRIPTION.** This section applies to only those persons obtaining from Us a Seat Subscription to use the Subscription Software for which a supplementary Seat Subscription Agreement ("SSA") has been executed by You and Us and which shall form an integral part of this Agreement. The seat Subscription granted is restricted to the use of the Subscription Software by You and your employees solely for the purpose of reviewing the program modules.

**5.1 Seat Subscription.** If you have 50 or more users, you have the option of purchasing a SSA based on the number of concurrent users who have access to the software. The SSA Fee is based on Your Peak Employment Level, during the course of your annual subscription period and entitles You to unlimited use based on this peak level. For example, a company with no more than 100 employees at any one time, but with 125 different named users as a result of employee turnover, might expect that all 125 employees accessed modules at some point, but would only be expected to obtain a 100 seat subscription. The SSA Fee will be administered by providing user-level security to access the software. Each authorized user will be entitled to unlimited access to the Subscription Software.

**5.2 SSA Fees.** The SSA Fee is determined based on the agreed seat subscription per year and/or the peak number of concurrent employees for each year of the term. The SSA Fee shall be billed quarterly with the first installment due and payable upon execution of the SSA.

**5.4 SSA Term.** The term of any SSA shall be for a minimum period of two (2) years.

**5.5 SSA Fee Adjustment.** Notwithstanding that the annual SSA Fee will be fixed at the proscribed rate per Seat Subscription for the original two (2) year Term, the Company reserves the right to adjust pricing for the SSA Fee anytime after the expiration of the original two (2) year or if usage of the Software exceeds anticipated levels. If Greenius has any reason to believe that peak employment exceeds the number agreed upon in the SSA, Greenius may, in their sole discretion, adjust or cancel this Agreement or give You the opportunity to establish that Your usage is not excessive.

**6. SOFTWARE SUPPORT.** We acknowledge that temporary technical service interruptions may occur from time to time. Greenius agrees to remedy any technical service interruption promptly, however, if the site is temporarily unavailable, this is not cause for refund or other compensation to You in any manner whatever.

**7. CONSENT TO THE COLLECTION OF PERSONAL INFORMATION.** By submitting personal information to Greenius pursuant to this Agreement including without limitation Your name, address, telephone number, You consent to the collection, processing, transmission and disclosure of such information by Greenius for the purposes of Greenius's internal use and specifically the purposes for which such information has been requested, such as billing requirements. Any information that You provide to Greenius may be used or disclosed by Greenius only in accordance with Greenius's privacy policy, which may be viewed at [www.goGreenius.com](http://www.goGreenius.com) Greenius reserves the right to modify its privacy policy from time to time in its discretion. Greenius may from time to time, monitor your use of the web site and collect, store, use and disclose to your employer, or to any governing, regulatory, safety, insurance or health body personal information about You for any purpose related to their mandate or your job function and performance, and You hereby consent to such collection, storage, use and disclosure and waive any right of privacy You may have. YOU MAY ACCESS, CORRECT AND DELETE YOUR OWN PERSONAL INFORMATION STORED BY US BY CONTACTING [info@goGreenius.com](mailto:info@goGreenius.com) or by visiting Our website at [www.goGreenius.com](http://www.goGreenius.com).

## **8. WARRANTY AND INDEMNITY.**

**8.1 Warranty.** We warrant that We are the owner of the Subscription Software, and have the right and authority to grant the Subscription of the Subscription Software. We do not warrant, guarantee, accept any condition or make any representation that the Subscription Software will meet Your requirements or that the use of the Subscription Software will be uninterrupted or error-free. No other verbal or written information provided by US will create a warranty or in any way increase Our liability, and You will not rely on such information.

**8.2 Intellectual Property Indemnity.** We warrant that the Subscription Software does not infringe on any current subsisting and enforceable Canadian patent or Canadian copyright, and We will and hereby do agree to indemnify and hold You harmless in respect of any losses, costs, damages or expenses (including reasonable lawyer's fees and court costs) arising out of any claim, demand or action alleging that the Subscription Software violates or infringes the Canadian copyright, patent or other intellectual property right of any third party, providing that You provide Us with reasonable cooperation in preparing a defence against any such claim.

**8.3 Disclaimer** THERE ARE NO WARRANTIES FOR SERVICES. WE MAKE NO EXPRESS REPRESENTATIONS OR WARRANTIES, OR ACCEPT ANY CONDITIONS EXCEPT THOSE EXPRESSLY STATED IN SECTIONS 8.1 AND 8.2 ABOVE. WE DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME PROVINCES DO NOT PERMIT THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS. THEREFORE, THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

## **9. LIMITATIONS ON LIABILITY AND DISCLAIMERS.**

ALTHOUGH OUR SOFTWARE AND WEBSITE USES ENCRYPTION, THERE IS NO GUARANTEE THAT PERSONAL INFORMATION AND TRANSACTIONS ON THE SOFTWARE OR WEBSITE OR OVER THE INTERNET WILL BE MAINTAINED CONFIDENTIAL AND SECURE.

THE USE OF OUR SOFTWARE AND WEB SITE IS AT YOUR OWN RISK AND GREENIUS ASSUMES NO LIABILITY OR RESPONSIBILITY PERTAINING TO THE CONTENT, YOUR USE OF THE SOFTWARE OR THE RECEIPT, STORAGE, TRANSMISSION OR OTHER USE OF YOUR PERSONAL INFORMATION.

The Software and its Content are not to be construed as a form of promotion or an offer to sell any product or service. The web site may contain links to other sites. Greenius does not assume responsibility for the accuracy or appropriateness of the information, data, opinions, advice, or statements contained at such sites, and when You access such sites, You are doing so at Your own risk. In providing links to the other sites, Greenius is in no way acting as a publisher or disseminator of the material contained on those other sites and does not seek to monitor or control such sites. A link to another site should not be construed to mean that Greenius is affiliated or associated with same. GREENIUS DOES NOT RECOMMEND OR ENDORSE ANY OF THE CONTENT, including without limitation any hyper-links to or content found, ON OTHER WEB SITES. The mention of another party or its product or service on this web site should not be construed as an endorsement of that party or its product or service.

Greenius will not be responsible for any damages You or any third-party may suffer as a result of the transmission, storage or receipt of confidential or proprietary information that You make or that You expressly or implicitly authorize Greenius to make, or for any errors or any changes made to any transmitted, stored or received information. You are solely responsible for the retrieval and use of the Content. You should apply Your own judgment in making any use of any Content, including, without limitation, the use of the information as the basis for any conclusions.

The content may not be accurate, up to date, complete or untampered, and is not to be relied upon. The content is provided for educational and informational purposes only and should not be interpreted as a recommendation for any specific product or service, use or course of action. The content on this web site is not intended to be used as a substitute of any kind for professional advice. It is your duty to obtain professional advice from a qualified professional to meet your individual needs. You should not act or rely on any of the content without seeking advice of a qualified professional.

Except as expressly provided in this agreement, this web site and all content, products, services and software on this web site or made available through this web site are provided "as is" without any representations, warranties, guarantees or conditions, of any kind, whether express or implied, statutory or otherwise, including but not limited to, warranties as to uninterrupted or error free operation, availability, accuracy, completeness, correctness, reliability, timeliness, legality, suitability, privacy, security, merchantability, quality, title, non-infringement of any third party rights regarding the materials or fitness for a particular purpose, or those arising out of a course of dealing or usage of trade.

In no event will Greenius, its affiliates, agents, licensors, suppliers, or their respective directors, officers or employees be liable for any direct, special, indirect, incidental, punitive, exemplary, aggravated, economic or consequential damages, or other similar damages, howsoever caused, including but not limited to: damages for loss of use, lost profits or lost savings, even if Greenius or any of its lawful agents or employees have been advised of the possibility of such damages or claim.

In no event will company, its affiliates, agents, licensors, suppliers, or their respective directors, officers or employees, be liable for damages or losses resulting from: viruses, data corruption, failed messages, transmission errors or problems; telecommunications service providers; links to third party web sites; the internet backbone; personal injury; third-party content, products or services; damages or losses caused by you, or your respective employees, agents or subcontractors; loss of use or lack of availability of facilities including computer resources, routers and stored data; the use or inability to use this web site or the content; any other web site accessed to or from this web site; or events beyond the reasonable control of Greenius, even if Greenius or any of its lawful agents, or employees have been advised of the possibility of such damages or claim.

If, notwithstanding the other provisions of the agreement, Greenius, its affiliates', agents', licensors', suppliers', and their respective directors', officers' and employees' are found liable to you for any damages or loss which arises out of or is in any way connected with your use of the software, website or any content, then the cumulative total liability arising under any cause whatsoever (including without limitation breach of contract, tort, negligence, gross negligence, or other-wise) shall in no event exceed the greater of (1) the total of any subscription or similar fees with respect to any service or feature of or on the site paid in the six (6) months prior to the date of the initial claim made against Greenius or (2) Cdn\$100.00. Greenius assumes no obligation to update the content on this site. The content on this site may be changed without notice to you. Greenius is not responsible for any content or information that you may find undesirable or objectionable. Greenius disclaims any liability for unauthorized use or reproduction of any portion of the web site. Accessing the content from territories where it may be illegal is prohibited.

## **10. TERM AND TERMINATION.**

**10.1 Term.** The term of the Agreement will commence on the date of Your agreement to the terms and conditions of the Agreement and shall continue until terminated by either party.

**10.2 Termination.** Either Party shall have the right on notice to the other Party to terminate this Agreement if:

- (a) the other party should fail to pay an amount to the other party hen due hereunder and such breach is not cured within thirty (3) days after written notice of such is given to it by the other party.
- (b) the other party shall file a voluntary petition in bankruptcy or insolvency or shall petition for reorganization under any bankruptcy law (and such is not dismissed within ten (10) days.
- (c) the other party consents to involuntary petition in bankruptcy or if a receiving order is given against it under the Bankruptcy and insolvency Act or the comparable law of any other jurisdiction (and such is not dismissed within ten (10) days);
- (d) there is entered an order, judgment or decree by a court of competent jurisdiction, upon the application of a creditor, approving a petition seeking reorganization or appointing a receiver, trustee or liquidator of all or a substantial part of the other Party's assets, and such order, judgment or decree continues in effect for a period of thirty (30) consecutive days; or
- (e) the other Party fails to perform any of the other material obligations set forth in this Agreement and such default, in the case of a default which is remediable, continues for a period of thirty (30) days after written notice of such failure has been given by the non-defaulting Party.

(f) Nothing in this section shall limit either Party's rights or remedies available at law, in equity or otherwise.

**10.3 Contract Terminated by Greenius.** Notwithstanding this Section 10, Greenius may forthwith terminate this Agreement without notice to You if You fail to comply with any of the terms contained herein. Any such termination by Greenius shall be in addition to and without prejudice to such rights and remedies as may be available to Greenius, including injunction and other equitable remedies. You acknowledge that Greenius reserves the right to revoke the authorization to view, stream, download and print the materials available on this site at any time, and for any reason. Use of the Modules by anyone other than Your direct employees is a violation of this Agreement and is deemed to be Your default in accordance with this Agreement. The disclaimers, limitations on liability, ownership, termination, interpretation, Your Subscription to Greenius, Your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement. Upon the termination or expiry of this Agreement, You shall immediately deliver to Greenius any of Greenius's Confidential Information provided hereunder (including the Software and Documentation) then in its possession or control, if any, and shall deliver a certificate of an officer of Subscription certifying the completeness of same and You shall refrain from further use of such Confidential Information and You shall forthwith pay all sums owing to LICENSOR hereunder.

**10.4 Survival.** The provisions of sections 1, 3, 7-11, 13, 14, 16 through 22 herein shall survive the expiry or termination of this Agreement.

**11. INDEMNITY.** You agree at all times to indemnify, defend and hold harmless Greenius, its officers, directors, shareholders, employees, agents, suppliers, predecessors, successors in interest, subsidiaries, affiliates and their respective directors and employees against all actions, proceedings, costs, claims, damages, loss, demands, liabilities and expenses what-so-ever (including legal and other fees and disbursements) sustained, incurred or paid by Greenius directly or indirectly in respect of:

(a) any information or other content You provide on or through this web site or by e-mail or other correspondence; or

(b) Your use or misuse of the Content or this web site, including without limitation infringement claims.

**12. JURISDICTION.** The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario with respect to any dispute arising hereunder.

**13. GOVERNING LAW.** Greenius, this web site and the Content (excluding linked web sites or content) are physically located within the Province of Ontario, Canada. This Agreement shall be deemed to have been made in the Province of Ontario and will be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada and shall be treated in all respects as an Ontario contract, without reference to the principles of conflicts of law. We expressly exclude the UN Convention on Contracts for the International Sale of Goods, and the International Sale of Goods Act [Ontario] as amended, replaced or re-enacted from time to time. You agree to waive any right You may have to: (i) a trial by jury; and (ii) commence or participate in any class action against Company related to this web site, the Content or this Agreement and, where, applicable, You also agree to opt out of any class proceedings against Company or its licensors. We have required that this Agreement and all documents relating thereto be drawn up in English. Nous avons demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.



**14. INTERPRETATION.** The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this agreement. In this Agreement, words importing the singular number include the plural and vice versa, words importing gender include all genders; and words importing persons include individuals, sole proprietors, partnerships, corporations, trusts and unincorporated associations. All references to monetary amounts in this Agreement, unless otherwise specified, are in Canadian dollars.

#### **15. ASSIGNMENT**

Greenius may assign this Agreement, in whole or in part, without notice to You. You shall not assign this Agreement without the prior written consent of Greenius (such consent may be withheld or conditioned at Greenius's discretion) and any assignment without Greenius's prior written consent shall be null and void and of no effect. Greenius may perform all obligations to be performed under this Agreement directly or may have some or all obligations performed by its contractor or subcontractors.

**16. NOTICES.** Except as otherwise provided in this Agreement, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered in person, courier or deposited in the mail postage prepaid, certified mail, return receipt requested, and addressed to You at the billing address supplied to Greenius by You, and addressed to LANDSCAPE SAFETY INC. at their head office located at 2026 Oxford Street East, London, Ontario, Canada, N5V 2Z8 In addition to the forgoing, Greenius may, at its option, give You any notice under this Agreement by email. Notice to You by email shall be deemed to have been duly given when transmitted to an email address furnished by You to Greenius.

**17. FORCE MAJEURE.** Notwithstanding any other provision of this Agreement, neither Party shall be deemed in default of this Agreement for failure to fulfill its obligations when due to causes beyond its reasonable control. This provision shall not be construed as excusing non-performance of any obligation by either Party to make payment to the other Party under this Agreement.

**18. NUMBER AND GENDER.** Words importing the singular include plural and vice versa; and words importing gender include all genders.

**19. ENTIRE AGREEMENT.** By using the online documentation, You acknowledge that this Agreement has been read and understood and You agree to be bound by its terms and conditions. This Agreement as it may be amended from time to time in accordance with the provisions of Section 20, and any and all other legal notices and policies on this web site, including the Seat Subscription if applicable, constitute the entire agreement between You and Greenius with respect to the use of this web site and the its Content.

**20. AMENDMENT AND WAIVER.** Greenius reserves the right, in its discretion, to change and update any material, images, logos and training modules, and to amend this Agreement at any time by posting amendments on this web site. You are responsible for periodically reviewing the amendments on this web site and You are deemed to be aware of such amendments. If You do not agree to the amended terms and conditions, You shall immediately stop using this web site. Access to this web site or use of this web site after any amendments have been posted shall constitute Your acknowledgement and acceptance of the amended terms and conditions.

No supplement, modification or amendment to this Agreement and no waiver of any provision of this Agreement shall be binding on Greenius unless executed by Greenius in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. As long as you comply with the Agreement, Greenius grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the site.

**21. SEVERABILITY.** Any provision of this Agreement which is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in such jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of this Agreement or affecting the legality, validity or enforceability of such provision in any other jurisdiction.

**22. ENUREMENT.** This Agreement shall enure to the benefit of and be binding upon each of You and Greenius and our respective successors and permitted assigns. You acknowledge having read this Agreement before accepting it, having the authority to accept this Agreement and having received a copy of this Agreement.

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Last updated April 25, 2019