

Terms and conditions – Shipment Builder

1. Introduction

Welcome to our application (the “Shipment Builder” app). This app is published by WebSan Solutions Inc.

By downloading or otherwise accessing the App, you agree to be bound by the following terms and conditions. If you have any queries about the App or these Terms, you can contact us by any of the means set out in section 10. If you do not agree with these Terms, you should stop using the App immediately.

2. General Rules Relating to Conduct

When you use the App, you must comply with all applicable Canadian laws and with any applicable international laws, including the local laws in your country of residence (together referred to as “Applicable Laws”).

You agree that when using the App, you will comply with all Applicable Laws and these Terms. In particular, but without limitations, you agree not to:

- (a) Use the App in any unlawful manner or in a manner which promotes or encourages illegal activity including (without limitation) copyright infringement; or
- (b) Attempt to gain unauthorized access to the App or any networks, servers or computer systems connected to the App; or
- (c) Modify, adapt, translate or reverse engineer any part of the App or re-format or frame any portion of the pages comprising the App, save to the extent expressly permitted by these Terms or by law.

You agree to indemnify WebSan Solutions in full and on demand from against any loss, damage, costs or expenses which they suffer or incur directly as a result of your use of the App otherwise than in accordance with these Terms or Applicable laws.

These Terms (as amended from time to time) constitute the entire agreement between you and WebSan Solutions concerning your use of the App.

WebSan Solutions reserves the right to update these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties (as reflected in the provision(s)) and all other provisions shall remain in full force and effect.

WebSan Solutions’ failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by WebSan Solutions in writing.

3. Link to Third Parties

WebSan Solutions Inc has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that WebSan Solutions shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any websites or services.

4. Purchases

If you wish to purchase any product or service made available through the Service ("Shipment Builder"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your contact information and company information.

5. Subscription

By purchasing our application (the "Shipment Builder" app), you agree to a recurring Monthly Subscription fee at the then-current Monthly Subscription rate, and you accept responsibility for all recurring charges until you cancel your subscription. You may cancel your Monthly Subscription at any time, subject to the terms of our cancellation policy.

If we do not receive payment from your credit card provider or if your credit card expires or is rejected, you agree to pay all amounts due upon demand. Following any such non-payment, we may require to provide a second valid credit card before continuing to use the applications. You authorize us to charge outstanding fees and other amounts due us against any credit card you have on file with us.

6. Cancellation Policy

You may cancel your Monthly Subscription at any time by contacting us at accounting@websan.com or 416-499-1235. The cancellation will take effect for your next billing cycle. You will not be eligible for a refund for monthly subscription fees paid prior to the month the cancellation takes effect.

7. Company

WebSan owns and shall continue to own all proprietary rights in all custom code and content that WebSan supplies as part of the services.

8. Termination

We may terminate or suspend access to our service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

9. Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

10. Contact Us and Notice

Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given (i) when delivered personally to any officer of the party being notified; or (ii) on the third business day after being sent by registered or certified mail, postage prepaid, addressed as follows:

WebSan Solutions Inc.

245 Fairview Mall Drive, Suite 200

Toronto, Ontario

M2J 4T1

info@websan.com