

SteelWire.ca Terms of Use Agreement

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Version 1.2

Document Owner

[Patrick Binns](#)

Abinsi Solutions Group Inc.

Top Floor

10650 113th Street NW

Edmonton AB 5H 3H6

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Parties to this Agreement

Abinsi Solutions Group Inc.,
Operating as “Abinsi”

Top Floor
10650 113th Street
Edmonton AB, T5H 3H6
www.Abinsi.ca

herein referred to as “**Abinsi**”

AND

Individuals or organizations that have duly registered to use Abinsi services
as offered by Abinsi herein referred to as “**Customer**”

Abinsi and Customer agree that services will be provided by Abinsi to Customer in accordance with the provisions of this agreement (“**Terms of Use Agreement**”). This agreement describes the licencing terms associated with the use of Abinsi Services by Customer, its employees, its agents, and its customers. Service commitments associated with the provision of Hosted Abinsi Services are described herein.

Effective Date: This agreement is effective when Customer creates and activates a Abinsi account. By activating an account, Customer acknowledges the acceptance of the terms, including the provision of identifying information, as defined in this Abinsi Terms of Use Agreement.

1 Abinsi Terms of Use Agreement

Abinsi provides an internet-based software service that supports the creation, management, and distribution of internet content to multiple points on the internet (referred herein as “**Abinsi Services**”). Customer is entitled to use Abinsi Services according to the terms of this non-transferrable, non-exclusive agreement. Abinsi will provide Abinsi Services according to this agreement.

Customer agrees to notify all assigned users of Abinsi Services of the terms and conditions of this agreement; and, to supervise and control the use of Abinsi Services in accordance with this agreement.

Customer is responsible for obtaining and maintaining all computer hardware, software, communications equipment, and data needed to access and use Abinsi Services; and for paying all third-party access charges for such computer hardware, software, communications equipment and data, if applicable, incurred while using Abinsi Services.

1.1 Authorized Contact

Customer may assign one or more individuals to be an “Authorized Contact”; however, if there is disagreement between one or more Authorized Contacts, Abinsi will seek clarification through written correspondence. If a dispute of authority is identified by Abinsi, the registered owner of the Reset Email used when the Abinsi account was created or reassigned to an individual within Client.

Correspondence regarding this agreement should be directed by email to Abinsi at:

Abinsi Terms of Use Agreement c/o Abinsi Solutions Group Inc.
Top Floor 10650 113th Street NW
Edmonton Alberta, Canada, T5H 3H6
Support@Abinsi.ca

All notices, demands or other communications including notices of address changes required or permitted to be sent hereunder shall be in writing, and sent either by email, personal delivery, or courier to Authorized Contact. Any notice, demand or communication delivered in person, through a formal request sent to the Abinsi Service Desk, or by overnight courier shall be deemed to have been received on the first business day following its delivery and confirmation of the identity of the Authorized Contact.

1.2 Confidential Information

Abinsi and Customer covenant to hold in confidence any information that either party receives in hardcopy and/or electronic form relating to the other party that is clearly identified and marked as confidential or proprietary including information of a confidential nature given orally, provided it is reduced to writing and marked as confidential within **10** days of disclosure.

“Confidential Information” does not include information which: (a) is or becomes part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and obtained from sources other than the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party; or (e) is disclosed by operation of law. Abinsi and the Customer shall:

- i. Maintain the confidentiality of Confidential Information;
- ii. Not disclose or permit the disclosure of Confidential Information to any third party without first obtaining written permission from the other party;
- iii. Not make use of Confidential Information other than as contemplated by this Terms of Use Agreement or agreed to statement of work;
- iv. Comply with all reasonable rules or directions made or given by the other party with respect to safeguarding or ensuring the confidentiality of Confidential Information;
- v. Notify the other party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, and cooperate with the other party in every reasonable way to assist in regaining possession of such Confidential Information and prevent its further unauthorized used or disclosure; and
- vi. Immediately return all originals, copies, reproductions and summaries in hard copy and/or electronic form of Confidential Information upon the termination of this Terms of Use Agreement, or upon the request of the other party, or, at the option and upon the request of the other party, certify destruction of the same.

Customer acknowledges and agrees that the logic, structure, sequence and organization of Abinsi Services are the valuable trade secrets of Abinsi. All information, data, drawings, specifications, documentation, software listings, source or object code relating to Abinsi Services which Abinsi may have imparted and/or may from time to time impart to Customer is proprietary and confidential.

Customer agrees to hold such trade secrets and proprietary information in confidence and further agrees to use the same solely in accordance with the provisions of this agreement. This obligation shall survive the termination of this agreement.

1.2.1 Additional Remedies

Abinsi and Customer agree that monetary damages may not be a sufficient remedy for the breach of any term of this agreement including, without limitation, the unauthorized use or disclosure of Confidential Information. Abinsi and Customer shall be entitled, without waiving any other rights or remedies, to such injunctive or other relief as may be deemed proper through the arbitration process defined herein.

1.3 Duration of This Agreement

This agreement is in effect for the period coinciding with registration and/or the payment of services to Abinsi. This agreement will renew automatically unless terminated as defined herein. Abinsi reserves the right, in its sole discretion, to modify the terms of this agreement or make changes to services offered. Submission of payment for Abinsi Services, or the use of Abinsi services, shall constitute the continued acceptance of the terms of this agreement.

2 Payment for Abinsi Services

Customer agrees to pay fees for Abinsi Services as calculated at the rates and schedules published by Abinsi at the initial effective date of this agreement and ongoing as this agreement is renewed. Abinsi agrees to notify Customer of changes to rates and schedules a minimum of 30 days prior to their effect. Unless otherwise stated, all references to dollar amounts in this Terms of Use Agreement and its attached schedules shall be in US dollars (USD) net of applicable taxes.

2.1 Invoicing and Payment Terms

Service payments are due at the end of a payment period where services were provided. The payment period can be determined from the Account Management Menu of the Abinsi software console. If payment is by credit card, the card will be debited automatically on last day of the payment period.

Customer agrees to pay all duties and taxes (including federal, provincial or state sales taxes) arising out of or in connection with the provision of services. It is Customer's responsibility to provide any tax exemption numbers to Abinsi prior to invoicing.

Abinsi will email Customer statements of account to the Authorized Contact. Customer is responsible to ensure Primary Contact information is correct. Payment is due on receipt. Customer agrees to pay late-payment charges calculated at 1.5% per month (19.02% per annum) on all past due amounts.

2.2 Refund Policy

Your satisfaction is very important to us. Please contact us for the latest information on your order and our refund policy. If refunds are available for you purchase please prepare your receipt or equivalent proof of purchase. If you have been wrongly billed or are unclear of the invoice please contact our service desk immediately at Support@Abinsi.ca.

3 Termination

3.1 Customer Request to Terminate Services

Customer may terminate services covered by this Terms of Use Agreement by providing Abinsi written notice to the address above or by selecting the Close Account option from the Account Management Menu. Customer waives all refunds for pre-paid services when closing an account.

3.2 Termination Due to Non-payment

In the event of non-payment by Customer, for any accounts with outstanding amounts **30** or more days past-due, Abinsi may suspend some or all Abinsi Services provided to Customer. The following schedule of actions may be undertaken by Abinsi:

1. **30** days past due: Customer access to the Abinsi Administration Console may be suspended. All service requests by Customer to Abinsi must be pre-paid. Any related pre-paid credits will be applied to outstanding account balances.
2. **90** days past due: All website content including pages, contacts, forms, and invoices will be removed from Abinsi servers (deleted). Abinsi does not warrant the restoration of services once removed from its servers. This agreement is formally terminated.
3. **120** days past due: Abinsi may contact a collection agency to recover unpaid monies owed.

The restoration of suspended services is the responsibility of Customer and will be charged on an hourly rate. ***Abinsi does not warrant the restoration of Services once data is removed from its servers.***

3.3 Termination Due to Breach of Terms

In the event that Customer, or its employees or agents, fail to adhere to the terms of this agreement, Abinsi, at its sole discretion, may immediately suspend some or all Abinsi Services, including internet access to Customer content. Abinsi Services will be restored only when Customer and its employees or agents adhere to the Abinsi terms of use. (This clause protects public interests related to the publication of inappropriate content, disclosure of private information, and disclose of financial information).

3.4 Termination Due to Inactivity

Abinsi may terminate services for an account if the account is inactive for a period longer than 12 months. Inactivity may be measured as inactive campaigns, lack of accounts login, and no response to correspondence or notification from Abinsi regarding inactivity).

3.5 Content Deletion on Termination

Customer is responsible for any code snippets installed its equipment used to access Abinsi services. Failure to do so will result in notifications to be sent to Customer or to the devices that were configured to connect to Abinsi services on behalf of Customer. Notifications may be sent by Abinsi, after termination of this agreement, until Customer disables or removes all remote code snippets.

On termination of hosted services, all content associated with Customer's account will be disabled and/or removed from Abinsi servers. This content may include source content for publishing and configuring materials for distribution. Abinsi operations logs, contact information, and data used for billing purposes are removed only after Abinsi accounting disposition conditions are achieved.

3.6 Termination Due to Customer Bankruptcy

Abinsi may terminate this Terms of Use Agreement: (i) if any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against Customer and the same is not dismissed within 30 days; (ii) if Customer makes an assignment for the benefit of creditors, becomes insolvent, commits any act of bankruptcy, ceases to do business as a going concern, or seeks any arrangement or compromise with its creditors; or (iii) if Customer breaches any material provision of any statement of work or this Terms of Use Agreement and fails to remedy such breach or provide a plan acceptable to Abinsi to cure such breach within 14 days after notice of the breach.

4 Use of Abinsi Services

Customer agrees to use Abinsi Services as permitted by applicable local, provincial, state, and federal laws. Customer agrees, therefore, not to use these services to conduct any business or activity or solicit the performance of any activity that is prohibited by law, libellous, or against the terms of this Terms of Use Agreement. Customer is solely responsible for any legal liability resulting from the use of content that was created or distributed through Abinsi Hosted Services.

Customer represents and warrants to Abinsi that any material to which the public can link through, or any products or services it makes available to the public through use of Abinsi Services, will not violate or contain any materials that are unlawful, harmful, fraudulent, libellous, slanderous, threatening, misrepresentative, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racial, disputatious, argumentative, or otherwise objectionable, including, without limitation, any material that encourages conduct that would constitute a criminal offense, gives rise to civil liability, or otherwise violates any applicable local, provincial, state, national or international law.

Customer represents and warrants to Abinsi that it holds the necessary rights to permit the use of any of the items it makes available to the internet through Abinsi services, and, that the use, reproduction, distribution, transmission or display of any data to the public, and any material to which the public can link through, or any products or services made available to the public through Abinsi services, will not violate or potentially violate any criminal laws or any rights of any third parties, including, but not limited to infringement or misappropriation of any copyright, patent, trademark, trade secret, other proprietary or property right.

We want to hear from you if you are dissatisfied with Abinsi Services, any of its content, or the terms of this agreement. You may contact us at Support@Abinsi.ca. However, your sole and exclusive legal remedy is to stop using Abinsi Services.

4.1 Password Management

Customer agrees to maintain secure passwords to access Abinsi Services. Secure passwords are those that are at least 8 characters in length and contain upper and lowercase letters and numbers or other characters. Customer is solely responsible for controlling distribution and maintaining passwords to assure secure access to Abinsi Services. Customer will notify Abinsi immediately if a secure password has been compromised. ***Authorized Contacts are responsible for configuring, tracking, and assigning, revoking, and changing passwords used to secure Abinsi Services. If a master password is compromised, Abinsi will suspend Customer services until the rightful Primary Contact can be determined and account security can be re-established.***

4.2 Use of Materials

Abinsi Services may be used by Customer and the general public to upload or download materials in the public domain (e.g. images, text, and programs). Customer assumes all risks regarding the determination of whether the material is in the public domain.

Abinsi materials, including programs, data, structures, java script, and other resources used to provide Abinsi services shall not be analyzed, decompiled, or reverse engineered by Customer or any third party assigned by Customer.

As provided by Canadian federal law, United States federal law, and by International law, copyrighted materials (including but not limited to images, text, and programs) may not be copied or published by Customer using Abinsi services without the permission of the copyright holder. Copyrighted materials, if allowed, may be downloaded for personal use. Except as expressly permitted, materials under copyright may not be distributed to others. Copyrighted material may not be changed nor can the author attribution notices or the copyright notices be modified.

4.3 Impact to Search Engine Ranking

Search engine ranking of Customer website is performed by external parties and is not controlled by Abinsi Services. Abinsi assumes no responsibility for changes to search engine rankings as a result of changes to Customer website content and/or changes to the Abinsi Hosted Services.

4.4 Conformance to Privacy Legislation

Customer shall undertake responsible and transparent personal information management practices in a manner consistent with the provisions of the Personal Information Protection Act (Alberta) and/or other jurisdictions where it conducts business (the Personal Information Protection and Electronic Documents Act (Canada)). Abinsi shall not be held responsible for breaches of privacy by Customer.

4.5 Business interruption

Abinsi is not responsible for any costs or lost opportunities associated with the provision or disruption of Hosted Services.

4.6 Abuse of Abinsi Services

ABINSI ASSUMES NO LIABILITY OR RESPONSIBILITY TO ANY PERSON OR PARTY FOR ANY VIOLATION OF THIS TERMS OF USE AGREEMENT BY ANY OTHER PERSON OR PARTY. IT IS THE POLICY OF ABINSI, BUT NOT ITS OBLIGATION, TO MONITOR ITS NETWORK FOR POTENTIAL, ALLEGED, OR ACTUAL VIOLATIONS OF HOSTED SERVICES.

Any use of Abinsi Services by Customer that disrupts the normal use of Abinsi's server and production environment(s) is considered to be abuse of Abinsi Services. Abinsi reserves the right to restrict access to Abinsi Services provided to Customer until corrective actions are implemented. Examples of system abuse include, but are not limited to:

- Spam to solicit an advance fee in return for monetary gain.
- Hosting, distributing, or linking from a site to pornography involving a person under legal age.
- Hosting, distributing, or linking to copyright infringed materials.
- Brute force access of secured network devices.
- Denial of service attack of network devices.
- Faking an IP address, hostname, e-mail address, or header.
- Hosting or linking to a website intended to deceive the public.
- Circumventing security systems of network devices.
- Hosting or linking to a website of high yield investment program, Ponzi Scheme, or Pyramid Scheme.
- Hosting, Distributing, or Linking to Exploits, Trojans, Viruses, or Worms.
- Use of a third party proxy vulnerability or Trojan application.
- Probing for vulnerabilities of network devices.
- Hosting or Linking to a Site Advocating Terrorism.

Unethical and criminal activities involving Abinsi Services are considered to be abuse. Customer is required to report to Abinsi any information it may have concerning instances in which Abinsi Services have been used outside the terms of this agreement.

Abinsi will notify Customer if it is aware of possible abuse of Abinsi Services. Abinsi will initiate an investigation to determine the root-cause and initiate corrective actions.

In order to prevent possible unauthorized activity, Abinsi may temporarily suspend Abinsi Services while investigating the source and impact of unauthorized use. Confirmation of violations may result in cancellation of Abinsi Services, removal of Customer materials, disclosure of unauthorized use to authorities, and the initiation of criminal prosecution.

5 Provisioning Abinsi Services

Abinsi provides Abinsi Services through its hosting infrastructure located in Alberta Canada. Data centre services include but are not limited to premise security, secondary power, and alternative internet connectivity. Abinsi Services rely on computer servers, 3rd party software, internet connectivity, and support services provided to Abinsi and its sub-contractors.

5.1 Scheduled Outages

Abinsi, as part of its hosting services, periodically makes changes to software, data, and equipment used to provide Abinsi Services (“**Scheduled Outages**”). Abinsi reserves the right to schedule periodic maintenance outages in order to update equipment and software.

5.2 Unscheduled Outages

In some circumstances, the stability or availability of Abinsi Services may be compromised due to network infrastructure, human error, or technical risk (“**Unscheduled Outages**”). Customer acknowledges that in these situations Abinsi may disable all or parts of Abinsi services in order to restore stable operations.

6 Ownership

Ownership of any deliverable or work product provided by Abinsi to Customer pursuant to any services shall be as stipulated in an agreed-to statement of work. Notwithstanding any provision of any statement of work to the contrary, Development Tools (as hereinafter defined) shall be and shall remain the sole property of Abinsi, and Customer shall have no interest therein or claim thereto. In addition, again notwithstanding any provision of any statement of work to the contrary, Abinsi shall be free to use any ideas, concepts, processes or know-how conceived, developed, created, generated, produced or reduced to practice by Abinsi or its personnel, alone or jointly with others, during the performance of the services associated with this agreement.

For purposes of this agreement, “Development Tools” means any technical designs, software routines, software libraries, software utilities, methodologies, templates, patterns, processes or technologies created, adapted or used by Abinsi in its business generally or in relation to the performance of the Services, including all associated intellectual property rights of any nature whatsoever.

6.1 Customer Materials

Customer retains ownership of, and responsibility for, materials created and/or uploaded to Abinsi by Customer. Customer is responsible for controlling the distribution of its materials including copying and publishing materials through Abinsi Services. Customer is responsible for managing copyright and confidentiality restrictions of third party content it copies to and distributes through Abinsi Services. Customer recognizes that materials copied to a Abinsi website can be accessed, viewed, and downloaded through internet browsing and file copying; and that content managed by Abinsi Services is available to the general public.

Customer may not claim damages associated with the inappropriate distribution of Customer content placed in the Abinsi Hosting Environment as a result of system or human error.

6.2 Management of Feedback and Complaints

Abinsi may receive feedback including possible complaints regarding Customer materials. Abinsi is authorized by Customer to facilitate the gathering and interpretation of feedback including the identification of root cause and necessary corrective actions. Customer will remain accountable for feedback and complaints related to its materials as distributed through Abinsi services. Abinsi is authorized by Customer to suspend distribution or remove materials as part of proactive management of feedback and complaints.

We welcome Customer and third party comments regarding Abinsi Services; however, any idea, suggestion, or other information you communicate to Abinsi will be treated as, non-confidential and non-proprietary.

7 Limitation of Liability

Customer acknowledges that information available through interconnected networks may not be accurate. Abinsi has no ability or authority over interconnected networks and makes no warranty of any kind, either expressed or implied, regarding the quality, accuracy, or validity of the data and/or information residing on or passing through these networks. Use of information obtained from or through Abinsi Services is at the risk of Customer.

7.1 No Liability for Indirect Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO LEGAL THEORY SHALL ABINSI BE LIABLE TO CUSTOMER FOR ANY BUSINESS LOSS, REVENUES DECREASE, LOSS

OF GOODWILL, EXPENSES INCREASE, COSTS OF SUBSTITUTE PRODUCTS/SERVICES, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF, OR INABILITY TO USE, ANY OF ABINSI'S SERVICES, EVEN IF ABINSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ABINSI'S LIABILITY EXCEED THE FEES PAID BY CUSTOMER. THIS LIMITATION OF LIABILITY AND RISKS IS REFLECTED IN THE PRICE OF ABINSI'S SERVICES.

7.2 Limited Liability for Direct Damages

Regardless of circumstances, the cumulative liability of Abinsi for direct losses or damages arising out of or resulting from this Terms of Use Agreement or any statement of work, any use of or inability to use the services and/or any deliverable or otherwise, shall in no event exceed the fees paid for any deficient services or deliverables under the relevant statement of work.

Abinsi makes no warranty of any kind, either expressed or implied, regarding the quality, accuracy, reliability, or validity for Abinsi Services. Abinsi specifically disclaims all warranties of merchantability and fitness for a particular purpose. The use of Abinsi Services, provided by Abinsi, is at the risk of Customer.

Customer understands, agrees and acknowledges that Abinsi will use its best efforts to maintain a fulltime Internet presence for Customer. Abinsi Services may be unavailable due to, but not limited to, utility interruption, equipment failure, natural disaster, acts of God, or human error. Customer agrees that these events may or may not occur and Customer will hold Abinsi, its subsidiaries, affiliates, executives, directors, officers, managers, employees, successors, and agents, free and harmless from any damages incurred in any event of any type of loss resulting from any reason whatsoever.

7.3 Indemnification

Customer agrees to indemnify and to hold Abinsi, and any third party entities related to Abinsi, harmless from and against any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses arising out of or related to Customer's breach of any of the foregoing representations and warranties, or any other third party claim with respect thereto.

8 Miscellaneous Provisions

- a) Neither this Terms of Use Agreement nor any statement of work issued pursuant hereto may be assigned by Customer without the prior express written consent of Abinsi.
- b) This Terms of Use Agreement neither constitutes either party as the agent or legal representative of the other nor creates a partnership or joint venture under any statement of work. Abinsi shall provide Abinsi Services and deliverables as an independent contractor.
- c) No term or provision of this Terms of Use Agreement or a signed statement of work shall be deemed waived by either party, and no breach excused by either party, unless the waiver or consent shall be in writing signed by the party granting such waiver or consent. If any provision of a statement of work or this Terms of Use Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- d) Nothing in this Terms of Use Agreement shall give either party the right to use the trademark(s) of the other party without that party's prior written consent.
- e) Time shall be of the essence.
- f) Either in whole or in part, without the prior consent of Customer, Abinsi may assign its rights and obligations under this Agreement to a third party in connection with a merger, consolidation, or sale of all or substantially all of Abinsi's assets or other corporate reorganization.
- g) Any agreement, arising from the business relationships between Abinsi and Customer, will be governed by and construed in accordance with the laws of the Province of Alberta, Canada, without reference to its conflicts of laws principles. Customer agrees that any litigation or arbitration between the parties will take place in Alberta, Canada, and consents to personal jurisdiction and venue in that Province.

8.1 Arbitration

If any dispute arises out of or in connection with this Terms of Use Agreement, including any question regarding its existence, validity, breach or termination, Customer and Abinsi will negotiate in good faith to resolve the dispute. If the parties are unable to resolve the dispute, the dispute shall be referred to and finally resolved by arbitration, subject to the provisions of this Terms of Use Agreement.

The party wishing to initiate arbitration may, by notice to the other party, refer the matter in dispute to arbitration. Such notice shall set forth a brief description of the matter to be submitted for arbitration. The parties shall, within twenty one (21) days after receiving such notice, negotiate in good faith to select and agree upon an arbitrator. If the parties are unable to agree on the selection of an arbitrator within the said 21 days, the parties or either one of them may apply to the Court of Queen's Bench of Alberta to have an arbitrator appointed. The arbitration shall take place at the City of Edmonton, Alberta and the provisions of the Arbitration Act, Alberta, shall apply. The language of the arbitration shall be English. Within thirty (30) days of selection of the arbitrator, each party to the arbitration shall submit

to the arbitrator and to the other party, a statement of facts upon which such party relies, together with such supporting documentation or evidence as may be reasonably expected to enable the arbitrator to understand the issue in dispute from the perspective of such party. Within sixty (60) days of its selection, the arbitrator shall convene a hearing to determine the issues. Both parties shall be entitled to be represented by counsel at such hearing. The costs of the arbitration shall be borne by the parties in the manner specified by the arbitrator.

Except as provided in this Terms of Use Agreement, and for the purpose of enforcing any award by an arbitrator appointed pursuant to this Terms of Use Agreement, neither party shall commence, carry on or maintain any action in any court of law in any jurisdiction with respect to any matter of the nature hereby agreed to be submitted to mediation and arbitration.

Excluded from the requirement to arbitrate under this Terms of Use Agreement will be any lawsuits involving third parties or intellectual property claims whether initiated by third parties or by the parties to this Terms of Use Agreement.