

LMN Customer Portal Terms of Use

Welcome to Landscape Management Network Inc.'s (“**we**”, “**us**”, “**our**” or “**LMN**”) Customer Portal. (the “**Portal**”). If you have accessed the Portal you must have been given access credentials to the Portal by, and be a customer of, a subscriber to our Landscape Management Network (each a “**Subscriber**”). If you have not been given access credentials to the Portal by a Subscriber, or are not a customer of a Subscriber, you may not access or use the Portal.

These terms of use (“**Terms of Use**”) (i) govern your access to, and use of, the Portal, and (ii) is a legal agreement between you and LMN. By accessing and utilizing the Portal, you hereby agree that you: (i) have read and understand these Terms of Use; and (ii) are bound by and shall comply with these Terms of Use. If you do not agree to these Terms of Use, you may not access or use the Portal.

Section 1 Payment Functionality.

The Portal provides functionality which enables you to send payments to a Subscriber (the “**Payment Functionality**”). Please note that the Payment Functionality is not provided by LMN. Rather, the Payment Functionality is provided by LMN’s payment processing partner (“**Payment Processor**”). When using the Payment Functionality, you are subject to terms and conditions stipulated by the Payment Processor.

LMN does not collect or have access to any personal information submitted through the Payment Functionality. Rather, all such information is collected by our Payment Processor and is subject to the terms of the Payment Processor’s privacy policy. LMN is not responsible for the collection, use and disclosure of any information collected by the Payment Processor. If you do not agree to the terms of the Payment Processor’s privacy policy, do not use, or otherwise submit any information into, the Payment Functionality.

Section 2 Account Credentials.

LMN is not responsible for the account credentials provided to you by a Subscriber (the “**Account Credentials**”). You are responsible for all actions associated with your use of the Account Credentials and to maintain the confidence of the Account Credentials.

Section 3 Subscriber Content.

The Portal contains certain information, materials and other content (collectively, “**Content**”) made available by a Subscriber. LMN does not control, monitor or assess the Content and is not responsible or liable for its accuracy or veracity.

Section 4 Ownership.

You acknowledge and agree that all content and materials made available through or in connection with the Portal are protected by either our rights, or the rights of our licensors or other third parties (including our Subscribers), of copyright, trademarks, service marks, patents, or other proprietary rights and laws. You may not use any of the marks, logos, domains and/or trademarks that you may find on or in connection with the Portal, unless you have our written permission. You may use the content and materials made available in connection with the Portal in the course of your normal, personal, non-commercial use in accordance with these Terms of Use. If you download or print a copy of any content and/or materials for your personal use, you must retain all copyright and other proprietary notices contained on such content. All rights not expressly granted herein are reserved.

Section 5 Disclaimers.

THE PORTAL (INCLUDING WITHOUT LIMITATION THE FUNCTIONALITY THERE THROUGH) IS PROVIDED ON AN “**AS IS**” AND “**AS AVAILABLE**” BASIS. LMN, ITS AFFILIATES AND LICENSORS GIVE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE USE OF THE PORTAL (INCLUDING WITHOUT LIMITATION THE FUNCTIONALITY THERE THROUGH AND THE CONTENT) INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS AS TO UNINTERRUPTED OR ERROR FREE OPERATION, QUALITY, ACCURACY, RELIABILITY, COMPLETENESS, SUITABILITY, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, OR FITNESS FOR PURPOSE. ALL SUCH REPRESENTATIONS, WARRANTIES AND CONDITIONS ARE HEREBY DISCLAIMED.

Section 6 Limitation of Liability.

YOU ACKNOWLEDGE AND AGREE THAT NONE OF LMN, ITS AFFILIATES AND/OR LICENSORS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE PORTAL (INCLUDING WITHOUT LIMITATION THE FUNCTIONALITY THEREON).

Section 7 Indemnity.

You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any and all claims, liabilities, losses, damages, expenses and costs (including, but not limited to, reasonable legal fees) caused by or arising from (i) your access to, or use of, the Portal, (ii) your violation of these Terms of Use; (iii) any breach by you of applicable laws; and (iv) your infringement of any intellectual property or other right of any third party.

Section 8 Terminating the Portal.

You acknowledge and agree that we may terminate your access to, and use of, the Portal if (a) you breach (or we reasonably believe you have breached) these Terms of Use; (b) required by applicable law; or (c) we discontinue the provision of the Portal, generally. You acknowledge and agree that we will not be liable to you or any third party for any costs or damages of any kind for, or resulting from, any termination of your access to the Portal.

Section 9 Personal Information.

Subject to Section 1, in connection with your access to and use of the Portal we may collect personal information from you. Our collection, use and disclosure of personal information is governed by our privacy policy golmn.com/privacy which is incorporated herein by reference.

Section 10 Miscellaneous

- (a) **Entire Agreement.** These Terms of Use constitute the entire agreement between you and LMN with respect to the subject matter hereof.
- (b) **Governing Law.** These Terms of Use shall be governed by, construed and interpreted in accordance with the laws of the Province of Ontario. Both parties hereby expressly and irrevocably attorn to the exclusive jurisdiction of the courts of competent jurisdiction sitting in Toronto, Ontario, or in such other jurisdiction as LMN may enforce its rights.
- (c) **Severability.** To the extent any provision of these Terms of Use, including without limitation any disclaimers set forth herein, are deemed to be unenforceable as a matter of law, all remaining provisions of these Terms of Use shall remain in effect as written.

- (d) **No Waiver.** LMN shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by an authorized representative of LMN. No delay or omission on the part of LMN in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies.
- (e) **Modifications.** LMN reserves the right to make any changes to the Portal, its content and/or services offered through the Portal at any time and without notice. LMN may modify these Terms of Use (in whole or in part) at any time in accordance with applicable law.
- (f) **Third party links.** The Portal may provide links to third party sites or resources. You acknowledge and agree that we are not responsible for the availability of such sites and/or resources and are not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. Such third parties have their own terms of use and other applicable policies. You should check such terms and policies before you utilize such third party sites and/or resources.