Orgo Inc.
Customer Service
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(303) 578-6746
Monday-Friday, 9am-5pm MST

Terms of Service Agreement

Revision 1.0, 2012-05-24

Welcome to Orgo's online services. The Orgo Sales Engine™ site (the “Service”), located at *http://orgodata.com* , is owned and operated by Orgo Inc. (“Orgo”), and is provided to you (the “Account Holder”) under the terms and conditions outlined below. By using the Service, the Account Holder recognizes the terms and conditions of this agreement (the “Agreement”), and agrees to use the Service accordingly. This agreement shall continue in effect for as long as the Account Holder is registered to use the Service.

Orgo reserves the right to update and change the Agreement from time to time without notice. Any new features that enhance or extend the current Service shall be subject to this Agreement. Continued use of the Service after any such changes shall constitute Account Holder consent to such changes.

PLEASE READ THIS AGREEMENT CAREFULLY

Security Orgo and its employees are dedicated to maintaining Account Holder’s privacy and security. Orgo will adhere to its stated privacy and security policies and at no time shall disclose any of personal information to any third party unless a specific demand is made by a lawful court order, or as otherwise stated in our Privacy Policy. However, Orgo is unable to guarantee that third parties will not intercept data transmitted over the Internet. As a result, Orgo does not warrant the security of any information the Account Holder transmits to or from our Services, and does so at their own risk.

The Service Orgo is providing the Account Holder with the processing and storage of personal information (the "Content"). Orgo makes no guarantees as to the continuous availability of the Service or of any specific features of the Service. Orgo reserves the right to change the Service without notice.

Children The Service is not available to children under the age of 13. If Account Holder is under the age of 13, under no circumstances should Account Holder send us any personally identifying information, attempt to register or otherwise utilize the Service. If parents believe their child (any age under 18) has accessed our system without their permission, they can contact our Customer Care department whose contact information is located at the bottom of the Agreement.

Termination Account Holder may stop using the Service and have their Content removed at any time. To do so Account Holder must contact Orgo via email. Orgo will remove the Content related to the Account Holder shortly after cancellation. If the Account Holder abandons their Content by not logging in to the Service for a period of three (3) months, Orgo reserves the right remove all Content related to the Account Holder. Notwithstanding the previous statement Orgo, at its sole discretion, for any reason, and at any time, reserves the right to terminate this Agreement and access to the Service with thirty (30) days prior notice to the Account Holder.

Independent Parties Orgo supplies a private service, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

USER RESPONSIBILITIES

Conduct Account Holder acknowledges that Orgo does not pre-screen Content, but that Orgo and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that violates the Agreement.

Account holder must not do anything which could reasonably be expected to damage, disable, overburden, or

materially impair the Service or which is likely to interfere with any other party's use or enjoyment of the Service.

Registration Information Account Holder agrees to provide true, accurate and complete registration information and to maintain, and promptly update Account Holder information as applicable. Account Holder agrees not to impersonate any person or use a name that Account Holder is not authorized to use. If any information Account Holder provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, Orgo has the right to terminate Account Holder access to the Service and Orgo has the right to recover from Account Holder any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information. Account Holder authorizes Orgo to make any inquiries they consider necessary to validate Account Holder registration.

Correct Email Account Holder agrees that they have access to the Internet and to a current email address other than the one that may have been provided to Account Holder by Orgo. This email must be specified during the registration process when Account Holder sign up to the Service, and will be the email address that Orgo will use to contact the Account Holder. Orgo will not be liable for any undelivered email communications or any costs Account Holder incur for maintaining Internet access and an email account. Account Holder must promptly notify Orgo of any change to their email address.

Electronic Communications To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding Account Holder account and/or Account Holder's use of the Service ("Communications"), may be provided to Account Holder electronically and Account Holder agrees to receive Communications in an electronic form. Electronic Communications may be posted on the pages within the Service and/or delivered to Account Holder's email address. Account Holder will print a copy of any Communications and retain it for their records. All Communications in either electronic or paper format will be considered to be in "Writing", and to have been received no later than five (5) business days after posting or dissemination, whether or not Account Holder have received or retrieved the Communication.

Privacy Account Holder agrees that they have had an opportunity to review and accepts the terms of Orgo's Privacy Policy.

Passwords Account Holder may not divulge their account password(s) to anyone else, nor may Account Holder use anyone else's password. Orgo is not responsible for losses incurred by Account Holders as the result of their misuse of passwords.

Hacking If Account Holder uses, or attempt to use the Service for other purposes including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of Service, Account Holder access to the Service will be terminated and Account Holder will be subject to damages and other penalties, including criminal prosecution where available.

RIGHTS AND DISCLAIMERS OF ORGO

Privacy Orgo will not intentionally monitor or disclose any Content, including but not limited to email addresses, unless required by law, regulation, court order, or as otherwise stated in our Privacy Policy.

Fees, Payments, and Refunds Orgo reserves the right change any fees it charges the Account Holder for access to the Service. Fees are posted at *http://www.orgosales.com* and are in U.S. dollars.

Unless otherwise agreed to by Orgo a valid credit card is required for paid Service subscription plans. Free Service subscription plans are not required to provide a credit card.

When Account Holder applies for a subscription plan, and does not cancel that plan within 30 days, they will be billed monthly starting on the 30th day after their account was initially created. If Account Holder cancels prior to the processing of their first invoice on the 30th day, they will not be charged.

An upgrade from any free plan to any paying plan will end the free trial. Account Holder will be billed for their first month immediately upon upgrading.

The Service is billed in advance on a monthly basis and is non-refundable. Orgo does not offer refunds or credit for partial months of service.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and the Account Holder shall be responsible for payment of all such taxes, levies, or duties.

Downgrading to a lower plan level may cause the loss of Content, features, or capacity. Orgo does not accept any liability for such loss.

Free trials No charge for use of the Service will be made during any free-trial period. The Account Holder is not however entitled to benefit from more than one free-trial. If Orgo discovers that more than one free-trial has been requested, the Account Holder will become liable for payment of the subscription fee for all use of the Service made after the first free-trial period.

Automatic renewal Once any free-trial period is over, Orgo will automatically renew the Account Holder's subscription and bill them every month using the credit or debit card details provided to us, until Account Holder terminates their account.

Non-payment Orgo shall be under no obligation to provide the Service if the subscription fee is not paid to us on time. The Account Holder must ensure that Orgo has complete and accurate billing and contact information throughout the subscription period. If subscription fees become overdue, because for example the Account Holder's credit card has expired, Orgo reserves the right to suspend access to the Service until the balance is paid or Orgo may remove the Account Holder's Content and prevent further access permanently.

Payment Processing When applicable, Orgo shall make reasonable efforts to ensure that purchases involving cheques and credit cards are processed in a timely manner. However, a number of factors, several of which are outside of our control, will contribute to when the funds are approved. Orgo makes no representations or warranties regarding the amount of time needed to complete processing, such as delays in the banking system or the U.S. or international mail service, nor shall we be liable for any actual or consequential damages arising from any claim of delay.

Limitation of Liability In no event shall Orgo be liable for (i) loss or inaccuracy of Content, (ii) interruption, suspension, or termination of the Service, (iii) damages caused other than by intentional misconduct, or (iv) any indirect, special, incidental, consequential or punitive damages whatsoever (including, but not limited to, damages for lost profits, disclosure of confidential information, or loss of privacy), arising out of or in any way related to the use of or inability to use the Service, or any of the associated services, even if Orgo has been advised of the possibility of such damages. In no event shall Orgo be liable for any act or omission of any third party (such as, for example, any provider of telecommunications services, Internet access or computer equipment or software) or any circumstances beyond our control (such as, for example, a fire, flood, or other natural disaster, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services).

Indemnity Account Holder agrees to indemnify and hold Orgo, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content Account Holder submits, posts, transmits or make available through the Service, Account Holder’s use of the Service, Account Holder’s connection to the Service, Account Holder’s violation of the Agreement, or Account Holder’s violation of any rights of another.

DISCLAIMER OF WARRANTIES ACCOUNT HOLDER EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICE IS AT THE ACCOUNT HOLDER SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS” AND “Service” BASIS. ORGO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ORGO MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET ACCOUNT HOLDER REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY

BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION OBTAINED BY ACCOUNT HOLDER THROUGH THE SERVICE WILL MEET ACCOUNT HOLDER EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

Restrictions When applicable, Orgo, at its sole discretion, reserves the right to terminate a Account Holder's access to the Service and remove their Content for any one of the events:

1. Receipt of potentially fraudulent or insufficient funds
2. Unconfirmed identity
3. Registering, advertising or otherwise soliciting the receipt of excessive Internet traffic
4. The Service has been used in or to facilitate criminal or fraudulent activity
5. Use of an anonymizing proxy
6. Harm minors in any way
7. Impersonate any person or entity, including, but not limited to, an Orgo official, or falsely state or otherwise misrepresent Account Holder affiliation with a person or entity
8. Upload, post, email, transmit or otherwise make available any:
    1. Content that Account Holder does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements)
    2. Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party
    3. Unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation
    4. Material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment
    5. Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable

Copyright All copyright and other intellectual property rights in the Service (including any such rights in our website) are either owned by or licensed to Orgo and nothing in this Agreement shall transfer any ownership rights whatsoever to the Account Holder.

The Account Holder retains ownership of any copyright and any other intellectual property rights related to the Account Holder's Content. Intellectual property rights in Content will not be transferred to Orgo.

Trademarks Orgo™, Orgo Sales Engine™ and all related logos, products and services described in this website are either trademarks or registered trademarks of Orgo Inc. and (aside from "Use of Logos" below) may not be copied, imitated or used, in whole or in part, without the prior written permission of Orgo. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Orgo and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Orgo.

Use of Logos Notwithstanding the above, logos provided by Orgo may be used without prior written consent for the purpose of directing web traffic to the Service. These Logos may not be altered, modified, or changed in any way, or used in a manner that is disparaging to Orgo or the Service. Orgo logos may not be displayed in any manner that implies sponsorship or endorsement by Orgo.

GENERAL MATTERS

Transfer of Rights and Obligations Orgo shall be entitled to transfer its rights and/or obligations under these Terms of Use to another party. The Account Holder may not transfer it rights and/or obligations under the Agreement without prior written authorization by Orgo.

Waiver and Severability If either Account Holder or Orgo breach the Agreement, it doesn't mean that any further breach cannot be enforced. Similarly, if any part of the Agreement turns out to be invalid or unenforceable for some reason, then it will be replaced with a provision which, as far as possible, achieves the same purpose as the original, and the remainder of the agreement will still be binding.

Entire Agreement This Agreement and Orgo's Privacy Policy describe the entire agreement between the Account Holder and Orgo regarding the Service, and supersede any prior understandings or agreements. The headings are for convenience only and shall not affect the construction or interpretation of the Agreement.

Official Language All Services to be provided, all obligations of Orgo and all Communication between the parties with respect to this Agreement will be done in the English language. Web pages which are translated from English to other languages may contain errors / omissions. If for any reason the translated text is incorrect, or misleading, the English text shall be deemed as the official version.

Contacting Orgo If Account Holder has any questions about this Agreement, the practices of this Orgo, or Account Holder dealings with the Service, contact:

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