



TERMS AND CONDITIONS OF DEDICATED SERVER AND INTERNET SERVICES

A. Before using the Officeserver.ca service

Please read the terms and conditions of this Service Agreement before setting up an account with Officeserver.ca. The terms and conditions of the Agreement will govern the relationship between You (the "Customer") and Officeserver.ca (Officeserver.ca Corp.).

Using the Officeserver.ca Business Network Solutions a Customer agrees to be bound by this Agreement and to use the Service in compliance with this Agreement and all Officeserver.ca policies posted from time to time on the Officeserver.ca website www.Officeserver.ca.

The terms and conditions of this Agreement may be modified or changed at Officeserver.ca's discretion and will become effective immediately upon posting on the Officeserver.ca website. Customers should review the Officeserver.ca website periodically to be aware of any changes.

B. Use of the Officeserver.ca Business Network Solutions

You agree to comply with all Officeserver.ca's policies regarding prohibited and permitted uses of the Officeserver.ca Business Network Solutions which will be posted on the Officeserver.ca web page (www.Officeserver.ca) from time to time.

C. Computer equipment required

In order to operate the Officeserver.ca Business Network Solutions, You will need the minimum computer requirements established by Officeserver.ca from time to time. Officeserver.ca Dedicated Server and Internet Solutions provide only the server and modem hardware. Additional hardware such as switches, hubs, UPS, etc is to be provided by You. Officeserver.ca can make arrangements to provide this equipment to you under a different agreement.

D. Fees and Payments

You shall pay Officeserver.ca any applicable setup fees and applicable taxes before installation of the Officeserver.ca Services. You shall also pay Officeserver.ca all monthly fees, hardware rentals, and any other applicable fees together with taxes on the posted date appearing on Your monthly bill. Officeserver.ca reserves the right to amend such fees from time to time, without Your consent or authorization, upon providing You with prior notice.

If You exceed the traffic limits established by Officeserver.ca from time to time, You may also be required to pay Officeserver.ca an additional fee, per occurrence. Additionally, Officeserver.ca reserves the right to charge You for any direct or indirect costs incurred by Officeserver.ca or its affiliates in connection with Your breach of any provision of the payment schedule, above, including costs incurred by Officeserver.ca to enforce Your compliance with such provision(s).

All products supplied, be it hardware or software, by Officeserver.ca are and shall always remain the property of Officeserver.ca. Upon successful installation of the Officeserver.ca Business Network Service, You shall take full responsibility for safe keeping of such equipment. If the hardware is ever stolen, lost, unreturned, damaged, mortgaged, sold, leased, or becomes defective for any reason other than manufacturer defect, You agree to pay the full retail cost of repair or replacement at the discretion of Officeserver.ca.

In the case where the service is cancelled by either party, You are responsible for returning the equipment to Officeserver.ca. The service is not cancelled until the equipment is returned, and monthly service payments will continue to be required from You.



If you choose to sign the 2 year agreement, you will be bound to continue the service for twenty four months. Should you cancel before the twenty four months, you will be required to pay Officeserver.ca \$75 per month of early cancellation or 25% of the monthly bill, whichever amount is larger.

Each time the Customer changes location or the telephone line (number) on which the Service is provided, Officeserver.ca reserves the right to charge a reactivation charge/moving fee of \$100.00.

You authorize Officeserver.ca to charge Your credit card for any outstanding Officeserver.ca Business Network Solutions charges due to Officeserver.ca. Officeserver.ca must be promptly notified of any changes to Your credit card account, billing address or any other information that may prohibit Officeserver.ca from charging Your account.

You agree that Officeserver.ca or any its affiliates, officers, employees or agents will not be held responsible or accountable for any purchases or charges, including any applicable taxes, that You make or incur on the Internet using Officeserver.ca Business Network Solutions.

E. Warranties, Limitation of liability

In no event shall Officeserver.ca be liable for any loss of profits, or for any special, incidental, indirect or consequential damages of any kind, whether or not foreseeable, whether based on breach of contract, tort (including negligence), product liability or otherwise, even if You have been advised of the possibility of such damages. Each party acknowledges that the foregoing limitation of liability is an essential element of the agreement and that in its absence the economic terms of this Agreement would be substantially different.

F. Web Pages

You represent, agree, warrant and covenant that all information, diagrams, texts, illustrations, video clips, audio clips, related materials and other content that You publish or display on web pages located on Officeserver.ca servers are suitable for publication, are not libelous or defamatory, do not breach the intellectual property rights of any third party and comply with all laws, regulations, court orders and other legal requirements.

You warrant and covenant that:

- You have acquired all necessary authorizations for hypertext links to third party websites, or other content accessible from Your website.
- You have verified the accuracy of all materials posted and distributed via your website.
- The content of your website is suitable for publication, is not libelous or defamatory, and follows all the rules listed above in section K of this Agreement.
- You have not and will not engage in any deep linking, framing, or use of robots, spiders, web crawlers or other intelligent agents in order to copy, use, display or distribute any content, data, software or technology owned or in the possession of a third party without the permission of such third party

All materials, including, but not limited to, any computer software, data or information developed or provided by Officeserver.ca or by our affiliates, partners, suppliers or agents and any know-how, methodologies, equipment or processes used by us to provide the Web Hosting Services to you, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein shall remain the sole and exclusive property of Officeserver.ca or our affiliates, partners, suppliers or agents, as applicable. No express or implied license is granted by Officeserver.ca to you for such materials or intellectual property.

H. Content and Port Blocks



You must acknowledge and agree that there is some content accessible through Officeserver.ca Business Network Solutions that may be deemed offensive to You, or that may not be in compliance with applicable law. Officeserver.ca assumes no responsibility for and exercises no control over the content accessible through Officeserver.ca Business Network Solutions. Any content accessed through the Officeserver.ca Business Network Solutions is done so at Your own risk.

I. Disclaimers and limitations of liability by Officeserver.ca

THE CUSTOMER AGREES THAT THE Officeserver.ca SERVICES ARE NOT GUARANTEED AND ARE PROVIDED ON AN "AS IS" BASIS AND THAT USE OF THE Officeserver.ca SERVICES BY THE CUSTOMERS IS AT THE CUSTOMER'S OWN RISK. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING THE CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT:

- Officeserver.ca does not guarantee that service will be uninterrupted, error-free or free from viruses or other harmful components.
- Officeserver.ca is not responsible for any content viewed or downloaded by the end users.
- Officeserver.ca is not responsible for the content available to the end users
- Officeserver.ca does not guarantee the quality, suitability, truth, accuracy or completeness of any information or materials contained on the Internet.
- Officeserver.ca is not responsible for any loss of data regardless of whether backup services are provided or not.
- Officeserver.ca will not be held liable for any claims arising directly or indirectly from accessing, downloading, installation, use, reproduction of and or receipt or distribution of any information or material through any Service.

J. Miscellaneous Terms and conditions

In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

This Agreement may not be transferred or assigned by You without the prior written consent of Officeserver.ca. This Agreement shall ensure the benefit of and be binding upon the parties and their respective successors and assigns.

In all matters relating to this Agreement the parties are and shall act as independent contractors towards each other and not as partners or joint venturers. Neither party shall represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity.

Officeserver.ca reserves the right to suspend or terminate Services immediately for any reason and at any time.

This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements, written or oral, concerning the subject matter of this Agreement.

K. Acceptable Use

Officeserver.ca has a dedication to customer service which means that Officeserver.ca strives to maintain an enjoyable service free from interference by those who use the services in an improper or unlawful manner. Accordingly, Officeserver.ca establishes the following acceptable use Agreement and all Customers of the Officeserver.ca service must comply with it.



A Customer's use of the Officeserver.ca service is governed by all local, provincial, national and international laws and regulations. This includes all laws relating but not restricted to copyrights, trademark, obscenity, defamation, the right of privacy, false advertising and fraud. You are expected to use best judgment and effort as not to interfere and hinder the use of Officeserver.ca Business Network Solutions by others.

Even though Officeserver.ca does not exercise any editorial control or review over the content of any website, other than the Officeserver.ca website (www.Officeserver.ca), Officeserver.ca reserve the right to block, restrict use and filter any and all material such as newsgroups, mail lists, and websites at its own discretion.

Officeserver.ca will cooperate with all and any legal authorities and other third parties investigating any suspected or alleged illegal activity or civil wrong conducted by any Officeserver.ca customer.

Any Officeserver.ca customer convicted of illegal activities regarding the Officeserver.ca service will lose all rights to maintain or setup a Officeserver.ca account.

The following is a list of activities deemed as violations of this Acceptable Use Policy. This is not exhaustive and is provided to illustrate the intent. There may be other activities that violate this Agreement. Officeserver.ca retains the right to be the sole and final judge of what is deemed acceptable or unacceptable use of the Officeserver.ca service. Without any limitation, a Officeserver.ca Customer will be in breach of this Agreement if:

- Uses the Officeserver.ca service to transmit any material, either by downloading, uploading, posting, e-mailing or otherwise, that violates any applicable local, provincial, national or international laws.
- Uses the service to share, download or upload copyrighted material such as music, software or any other type of media without proper and valid licenses.
- Uses the Officeserver.ca service to transmit any material deemed tortuous, harassing, defamatory, libelous, obscene, invasive of one's privacy or hateful.
- Uses the Officeserver.ca service to harm or attempt to harm children in any way.
- Uses the Officeserver.ca service to make offers deemed as fraudulent.
- Uses the Officeserver.ca service to sell or buy any products, items or services which advance any type of scam financial or otherwise such as "ponzi schemes", "pyramid schemes", unregistered sales of securities, securities frauds and chain letters.
- Modifies in any way the header of any message or article relating to any network
- Uses the Officeserver.ca service to transmit any unsolicited bulk e-mail
- Uses the Officeserver.ca service to transmit any material containing viruses or any other computer code with the purpose to interrupt, destroy or limit the functionality of the Officeserver.ca network or any other network.
- Resells the service without the prior written consent of Officeserver.ca

L. Security

You are solely responsible for taking the necessary precautions to protect Yourself and Your equipment, software, files and data against any risks inherent in the use of the Internet. Without limiting the generality of the foregoing, You are solely responsible for any and all data, including, without limitation, encrypted data, that is sent to, stored on or retrieved from any server utilized in providing Officeserver.ca Business Network Solutions to You. We make no representations or warranties regarding the viability, integrity or robustness of any encryption used by us or our affiliates, suppliers or agents. You agree that we are not liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Your failure to take appropriate security measures when using Officeserver.ca Business Network Solutions.



By completing the on-line order form and clicking on the order/sign-up button, You the Customer (or agent representing the Customer) acknowledge that You have read the entire Agreement, the Terms and Conditions; that You understand this Agreement, the Terms and Conditions; and that the Customer (or agent of the Company) agrees to be bound by this Agreement, its Terms and Conditions.