

Terms and Conditions
(2004-May-20)

1 Nature of the Agreement

- 1.1 Mondenet Technical Services Inc. is providing an Internet Service to the Client.
- 1.2 Mondenet Technical Services Inc. remains sole owner of the Internet Service.
- 1.3 Mondenet Technical Services Inc. retains all intellectual rights and copyrights for the Internet Service provided.

2 General

- 2.1 Client shall not assign or transfer this Service or its obligations in these Terms and Conditions without the prior written consent of Mondenet Technical Services Inc.
- 2.2 Mondenet Technical Services Inc. may assign or transfer this Service to others with thirty (30) days written or electronic notice to Client.
- 2.3 Mondenet Technical Services Inc. shall not be responsible for the performance of its obligations herein where delayed or hindered by war, riots, embargoes, strikes, Acts of God, concealed acts of workers (whether of Mondenet Technical Services Inc. or others), casualties, accidents, or other occurrences beyond the control of Mondenet Technical Services Inc.
- 2.4 Mondenet Technical Services Inc. shall notify Client in the event of any of the foregoing occurrences. Should such occurrences continue for more than sixty (60) days, Mondenet Technical Services Inc. or Client may cancel the affected services with no further liability.
- 2.5 The provision of Service by Mondenet Technical Services Inc. is subject to Mondenet Technical Services Inc.'s continuing approval of Client's credit worthiness.
- 2.6 Notice to the parties of disputes arising under this Agreement shall be sent registered mail to the parties to the address shown on the most recent order. All other notices may be sent by fax, regular mail, or electronic mail. Notice to Mondenet Technical Services Inc. shall be sent to:
Mondenet Technical Services Inc.
201-1581 Bank Street
Ottawa, Ontario,
Canada K1H 7Z3
- 2.7 This Agreement shall be governed by the laws of the Province of Ontario, Canada.
- 2.8 Client Agrees any action taken with respect to this Agreement shall be held within the region of Ottawa-Carleton.
- 2.9 Client Agrees not to sue Mondenet Technical Services Inc.

3 Client Obligations

- 3.1 Client agrees to provide sufficient information to Mondenet Technical Services Inc. in order to provide an Internet Service to the Client.
- 3.2 Client agrees to the disclosure of their username, realname, and such other information client may provide in connection with their account for promotional purposes.
- 3.3 Client agrees all information and materials which Client stores on any of the Mondenet Technical Services Inc. servers or services or may otherwise make publicly available through use of the Internet Service provided by Mondenet Technical Services Inc. is the property and / or intellectual property of Client or Client has the right to use such property or otherwise make same publicly available through use of the Internet Service provided by Mondenet Technical Services Inc.
- 3.4 Client agrees all information and materials which Client makes publicly available through use of the Internet Service provided by Mondenet Technical Services Inc. is accurate and truthful in all respects.
- 3.5 Client agrees to fully indemnify Mondenet Technical Services Inc. for any claims and / or loss arising from the Client's use or misuse of the Internet Service provided.
- 3.6 Client must notify Mondenet Technical Services Inc. in writing thirty (30) days prior to cancellation date for canceling service.
- 3.7 Client is responsible for retaining backup copies of any information Client may store on any of the Mondenet Technical Services Inc. servers or services.
- 3.8 Client agrees to retrieve and download any waiting email for them from the Mondenet Technical Services Inc. servers and services at least once each day.
- 3.9 Client agrees to immediately notify Mondenet Technical Services Inc. should Client notice any problems with the Internet Service provided to Client by Mondenet Technical Services Inc.
- 3.10 Client agrees not to disclose their account password to anyone, including Mondenet Technical Services Inc.
- 3.11 Client agrees not to allow anyone else to utilize their Mondenet Technical Services Inc. Internet account.

4 Mondenet Technical Services Inc. rights

- 4.1 Mondenet Technical Services Inc. may deny service to any Client who does not provide truthful and accurate information to Mondenet Technical Services Inc.
- 4.2 Mondenet Technical Services Inc. reserves the right to review any information submitted by Client to Mondenet Technical Services Inc.
- 4.3 Mondenet Technical Services Inc. reserves the right to suspend service to the Client if, in the sole discretion of Mondenet Technical Services Inc., Client may be utilizing the Internet Service provided for unlawful, obscene, abusive, misleading, or otherwise objectionable activities.
- 4.4 Mondenet Technical Services Inc. reserves the right to cancel this agreement at any time by giving notice to Client.
- 4.5 Mondenet Technical Services Inc. does not warrant the function of the Internet connection utilized in providing such Internet Service will meet any specific requirements which the Client may have, nor shall Mondenet Technical Services Inc. warrant the Internet connection will be error free or uninterrupted, nor shall Mondenet Technical Services Inc. be liable for any direct, indirect, incidental, or consequential damages (including but not limited to lost data, information, or profits) sustained or incurred in connection with the Internet connection utilized in providing such Internet Service.
- 4.6 Mondenet Technical Services Inc. does not warrant or guarantee to the Client uninterrupted service, no busy signals, or anything else specifically or in general.

5 Fees, Invoicing, Payment

- 5.1 Mondenet Technical Services Inc. will invoice the Client based upon Client's orders and the Mondenet Technical Services Inc. Rate Schedule in effect at the time of Client's order. Client agrees Mondenet Technical Services Inc. may invoice Client by electronic mail sent to the Client's email account provided by Mondenet Technical Services Inc.
- 5.2 Mondenet Technical Services Inc. will accept payment made by personal cheque, money order, cash, and other methods which Mondenet Technical Services Inc. may from time to time make available to Client.
- 5.3 Mondenet Technical Services Inc. will charge Client an additional thirty dollars (\$30.00) for any NSF cheque or any other item issued to Mondenet Technical Services Inc. by Client which subsequently returns as not being honoured by the Client.
- 5.4 Mondenet Technical Services Inc. shall suspend Client's access to the system should Client fail to submit payment to Mondenet Technical Services Inc. by invoice due date. Client's access to the system shall be restored upon payment in full of all outstanding fees due to Mondenet Technical Services Inc.
- 5.5 If Client's account is in arrears for sixty (60) days the account will be closed and charged with an additional month's service. Reactivation of Internet Service to Client will be provided when all overdue accounts are paid in full and an account activation fee will be applied.
- 5.6 Client agrees to pay any reasonable fees incurred by Mondenet Technical Services Inc. for the recovery of any amounts due on Client's account including but not limited to preparation costs.
- 5.7 If Mondenet Technical Services Inc. is required to bring legal action for the recovery of any amounts due, Client agrees to be responsible for the payment of reasonable attorney's fees and costs incurred by Mondenet Technical Services Inc.
- 5.8 Mondenet Technical Services Inc. and Client agree Mondenet Technical Services Inc. shall invoice Client for Internet Service one month in advance and one month for security (non-interest bearing deposit) for monthly accounts.
- 5.9 Mondenet Technical Services Inc.'s terms are payment in advance for all services.
- 5.10 Fees are as set forth in the Mondenet Technical Services Inc. Rate Schedule. Mondenet Technical Services Inc. shall provide Client sixty (60) days written or electronic notice prior to an increase in base prices. In the event of increases in base prices Client has thirty (30) days prior to the date of the effective increase to provide Mondenet Technical Services Inc. with a written request to terminate service and incur no termination liability otherwise Client's existing orders will be billed according to the new base prices as of their effective date. The Mondenet Technical Services Inc. Rate Schedule does not include any tax (Federal, Provincial, Local, or other) which shall be paid by Client.
- 5.11 Client understands and agrees to pay all Fees incurred for the Internet Service provided to the Client by Mondenet Technical Services Inc. Client will receive invoices for each account reflecting each account's actual charges and applicable taxes. All invoices shall be due and payable in full upon receipt.