



TERMS AND CONDITIONS

1. CONTRACT

The following terms and conditions are incorporated in the subscription agreement between Backland Communications Inc. and Customer, which agreement will become effective upon establishment of Service by Backland Communications Inc.

2. DEFINITIONS

In This Agreement, the following terms have the meanings hereinafter set out.

- a) "Customer" means the person to who transmission and communication services are furnished pursuant to this Agreement.
- b) "Service" means data transmission and communication service provided by Backland Communications Inc.
- c) "User" means a person who uses the Service pursuant to this Agreement.

3. END USER

The Customer covenants and agrees that it is the end user of the Service and that it will not resell or provide the Service to any other person, whether for valuable consideration or not.

4. PAYMENT

- a) The Customer agrees to pay Backland Communications Inc. for the user of the Service at the time, and in the amounts specified herein.
- b) Service will be suspended 15 days after due date of invoice if payment has not been received. Service will be terminated after 30 days of non-payment. A later payment charge of 24% per annum calculated monthly will be applied to all sums outstanding for more than 30 days.
- c) A \$20.00 charge will be applied to all NSF cheques.

5. CHANGES IN RATES AND TERMS OF THIS AGREEMENT

- a) Backland Communications Inc. may, upon thirty (30) days written notice to the Customer, change any rates or charges for the Service or the nature or type of plan provided to the Customer. All such changes shall be deemed to be included in the Agreement.
- b) Customer may, subject to the approval of Backland Communications Inc., change to another price plan provided by Backland Communications Inc.

6. RENEWAL AND TERMINATION

- a) This Agreement shall automatically renew for successive monthly terms on the expiry of the initial and each successive monthly term, unless Customer or Backland Communications Inc. gives the other notice in writing of termination as provided herein.
- b) Either party may terminate this Agreement on thirty (30) days written notice.
- c) Notwithstanding the termination hereof, the Customer agrees to pay all charges owing to Backland Communications Inc. at the date of termination in accordance with this Agreement, whether termination is made on 30 days written notice or for cause pursuant to paragraph 14.

7. RULES

Backland Communications Inc. may, from time to time, issue rules and regulations applying to the use of the Service, including but not limited to Backland Communications Acceptable Use Policy. The Customer agrees to comply with the standards of etiquette generally acknowledged and accepted in the use of Internet services, it being acknowledged by the Customer that misuse may affect the use and enjoyment of the Service by other customers of Backland Communications Inc. causing loss or damage to Backland Communications Inc.



Backland Communications Inc.

"Providing Premier Business Internet"

136 Bayfield Street, Suite110, Barrie, Ontario, L4M 3B1
(705) 725-7725 Fax: (705) 725-7711

and other Users.

8. LAWFUL USE

The Customer covenants and agrees to use the Service only for lawful purposes. Without restricting the generality of the foregoing, the Customer agrees not to use the Service for the publication, and/or distribution, of any material protected by law or which might be prohibited by law.

9. NO WARRANTY

a) Backland Communications Inc. makes no warranty of any kind, whether express or implied, for the uninterrupted provision of Service or the fitness of the Service for any particular purpose.

b) Backland Communications Inc. shall not be liable to Customer or any User for:

- i) any interruption in or failure of Service howsoever caused;
- ii) any delay in the delivery of Service howsoever caused;
- iii) any non-delivery or misdelivery of data or information;
- iv) any misinformation, incorrect data or any offensive or illegal material received through the service;
- v) any virus introduced into Customer's equipment through the use of the Service;
- vi) any charges incurred by the Customer in the use of the Service.

10. CONFIDENTIALITY

The Customer acknowledges that it is aware that the Internet is not a secure system and waives Backland Communications Inc. from any responsibility for the security of any data stored by Customer and from any loss, damages, liabilities or costs resulting from the obtaining or use of Customer's confidential data by third parties.

11. EQUIPMENT

Customer agrees that any and all equipment provided by Backland Communications is the sole property of Backland Communications, and shall be returned to Backland Communications upon request. Customer also agrees to allow Backland Communications access to any and all equipment provided, upon request from Backland Communications. Customer takes full responsibility for and damages to, or loss of, equipment provided by Backland Communications

12. SYSTEM SECURITY AND FIREWALLS

Backland Communications Inc does not guarantee any firewall or protection service to be 100% secure. Customer assumes all responsibility for any and all security issues, and/or firewall failures. Furthermore it is the responsibility of customer to ensure that all firewall equipment and security measures provided by Backland Communications Inc. are operating properly. Backland Communications Inc. assumes no responsibility for the implementation and updating of system security.

13. INFORMATION

Customer acknowledges that it is aware that Backland Communications Inc. exercises no control over the information passing through its facilities. Customer acknowledges that some of the information may be inaccurate, offensive, libellous or obscene. Customer acknowledges that it has been fully warned and releases Backland Communications Inc. from any responsibility for any of the language, thoughts, discussion or expressions, which may be viewed through the Internet systems.

14. VIRUSES

a) Customer acknowledges that it is aware that the Internet may contain viruses, which may destroy all, or part of the data stored on the Customer's computer. Backland Communications Inc. assumes no responsibility to check, filter, or control viruses and Customer assumes full responsibility for providing itself with the necessary mechanisms to filter and/or check for viruses on Customer's equipment. Customer releases Backland Communications Inc. from any claim for loss or damage resulting from the introduction into Customer's equipment of a virus through the Service.

b) Customer shall indemnify and save harmless Backland Communications Inc. from any loss, costs, suits, claims, liabilities, or damages resulting from Customer introducing a virus into the Internet system or any equipment of Backland Communications Inc. whether advertent or inadvertent.

15. REFUSAL

Backland Communications Inc. reserves the right to refuse any application for subscription without giving reason.

16. TERMINATION FOR CAUSE

- a) For the purpose of this Agreement, default shall mean
- i) failure of Customer to pay when due all charges, rates, taxes;
 - ii) breach of any provision of this Agreement or of any rule or regulation promulgated by Backland Communications Inc.;
 - iii) the bankruptcy or insolvency of the Customer;
- b) Backland Communications Inc. may terminate this agreement forthwith upon default without notice to Customer and upon termination, Backland Communications Inc. will disconnect the Service.

17. No OTHER TERMS

This document contains the only terms and conditions of the Agreement between the parties and may only be modified in writing, and supersedes any and all previous agreements and understandings between the parties.

18. PARTIES INCLUDED

All references to Backland Communications Inc. shall include its officers, directors, employees and agents.

19. CONSUMER REPORT

The Customer acknowledges that a consumer report containing credit and/or personal information may be obtained by Backland Communications Inc. Customer authorizes Backland Communications Inc. to make enquiries and obtain such information.

20. APPLICABLE LAW

This Agreement shall be governed by the laws of the Province of Ontario, and the Dominion of Canada.

Backland Communications Inc.
136 Bayfield Street, Suite 110
Barrie, On L4M 3B1
Tel. (705) 725-7725