



The undersigned user (the "User" or "You") hereby agrees with 1429481 Ontario Inc. o/a Pathway Communications, 105 Commerce Valley Dr. W., Suite 500, Markham, Ont., L3T 7W3, and its officers, directors and employees (collectively referred to as "Pathway Communications " or "Pathway") that in consideration of Pathway opening an account (the "Account") for the User to provide Internet access or Web or related Internet or network Services through Pathway's facilities (the "Services"), the User agrees that use of the Services is subject to all of the following terms and conditions which are subject to the terms of the Services package (the "Plan") chosen by the User (the "Agreement").

SPECIFIC TERMS AND CONDITIONS SURROUNDING USE OF WEB HOSTING

Web Hosting refers to those services that allow the customer to have a personalized domain name for their web and email address and a specific amount of disk storage on Pathway's shared web servers to hold the files that make up their web presence. You agree that additional data transfer used, or fraction thereof, that exceeds the maximum for the service contracted, shall be charged at \$1 per extra 100 MB used per month.

GENERAL CONDITIONS OF USE

1. The User agrees to use the Services only for lawful purposes and not for unauthorized copying, duplication, distribution, display or modification of any material or information protected by copyright or trademark or otherwise lawfully restricted (including, without limitation, software, programs, games and computer code). The User shall not use the Services for any purpose that is contrary to applicable laws or which is a nuisance. The User agrees not to transmit any material that is unwanted, threatening, abusive, obscene, discriminatory (including, without limitation, "hate" literature directed at any identifiable group) or in contravention of any law. The User agrees not to undertake mass-mail broadcasts of electronic mail (e-mail) or Usenet postings with the intent of sending unsolicited advertising to other users of the Internet. The User will not use IRC "bots" unless specifically authorized by Pathway. The User will be responsible for the actions and activities of any party who uses the Services using the User name identification and password of the User as provided by Pathway whether or not such person used the identification and password with the User's consent or knowledge.

2. Pathway will not be responsible for temporary interruption of Services (whether due to utility service breakdown, excessive users, mechanical breakdown or other reasons) and the User will not be entitled to any refund for any such temporary interruptions so long as Pathway is actively seeking to correct the problem. User accepts that Pathway may be required to suspend Services if the User's web site becomes the target of abnormal internet activity, either because of a third party "hacking" action or for some other reason. Service will be resumed as soon as practically possible subject to whatever conditions may be required for security purposes and the parties agree that such an event shall constitute force majeure unless the User causes the event through some improper action. If there is a material increase in the cost of providing the Services (such as, by way of example, an increase in the cost of telephone line charges from any ILEC or any form of tax on Internet use) Pathway will give you 30 days written notice of any increase to the rates of your services. As a result of this notice, you can, within 15 days of receipt of that notice, cancel your agreement with Pathway without any penalty. You will be responsible for paying any charges you incur up to the date of cancellation. If a charge on your credit card is denied or your cheque or automatic withdrawal is returned due to non-sufficient funds, you agree to immediately pay a \$20 service charge. If you fail to do this within three business days, we may disconnect your services at anytime thereafter without further notice. There will be a service charge of 1.5% per month (18% per year) on any amounts owed to Pathway that are more than 30 days past due. You agree to pay Pathway \$75.00 to reconnect Service(s) terminated under this Agreement.

3. Pathway will provide the Services using currently available technology and will avoid using any hardware, software or methods known to threaten User security. Beyond that, Pathway makes no warranties of any kind, whether expressed or implied, in relation to the accessibility, accuracy, reliability, safety or quality of the Services. Pathway does not guarantee the privacy of files or E-mail or the security of any computer used to access the Services. Pathway has no responsibility for any damage suffered by any person, organisation, group or entity due to loss of data, delay, non-delivery or service interruptions in using the Services, whether or not caused by the negligence, errors or omissions of Pathway or those for whom it is responsible at law. Pathway exercises no control and has no responsibility whatsoever over the information passing through the Services. Use of any information obtained through the Services is at the User's sole risk and User assumes full responsibility for the accuracy, reliability, quality or effect of information obtained through the Services. The User specifically waives any right to any consequential damages as a result of any failure of the Services, including, without limitation, loss of data or hardware, and under no circumstances will Pathway be liable to the User or any other party for any amount greater than the amounts paid by the User for Services, even in the event of the negligence of Pathway or a fundamental breach of this Agreement.

The User agrees to indemnify and hold harmless Pathway, their officers, directors, employees and agents from any and all claims resulting or arising from this Agreement, the User's use of the Services and any breach of this Agreement by

the User whether or not caused by the negligence or omission of Pathway or those for whom it is responsible at law.

4. Notwithstanding that the Pathway billing rates may be referred to or advertised as "monthly", the actual billing period is thirty (30) days, regardless of the length of the current month. All payments for use of the Services are due in advance every thirty (30) days, commencing from the date the User's Plan commences (when the User signs up with Pathway) and continuing until termination of this Agreement. Any Account that is more than 15 days late in any payment will be in default. Payments made by cheque which are returned for lack of funds or any other reasons will be in immediate default and subject to an additional returned check charge (currently \$45) which must be paid before the Account is in good standing. The Plan year will end 360 days after the Plan commences. The set up fee and first month's service charges are payable in advance, and are required before your service can commence. Thereupon, all charges are billed in advance on the first day of your billing cycle. This contract for services will remain in place for a minimum period of twelve months and will be extended automatically for a similar period of twelve months thereafter unless Pathway receives advance notice of your intention not to continue such service at least two months prior to the end of your service contract. Once such contract period has commenced, should you decide to terminate this contract before the expiration the full twelve month contract period, you agree that you will be obliged to pay Pathway the full sum of the remainder of the contract period at the existing contract rate. The user is not entitled to any refund should they decide to terminate the annual services before the end of the contract term.

5. The User's access to Services may be restricted and the Account terminated at any time, without notice, if the User is in default of this Agreement and upon such termination Pathway will have no obligation to make any refund or other payment (including, without limitation, refund of set up fees, prepaid fees or other credits for future Services) to the User. Despite any such termination, Pathway may pursue any other available recourse against the User, including barring the user from sending E-mail or other communication to the Pathway server from another server.

6. Pathway may, without notice, change the terms and conditions upon which the Services are provided (including, without limitation, changing the continuous use limits for dial up users and changing the rules of access to the Services) so long as Pathway continues to provide regular and reasonable access to the Services for the term of this Agreement. Pathway may terminate this Agreement at any time for any reason without notice to the User and upon such termination by Pathway the User will be entitled to request that Pathway refund any credit that the Account may have for prepaid unused Services and the User will have no other recourse against Pathway whatsoever for such termination. If the User voluntarily terminates this Agreement or if the Account is terminated due to the default of the User, the User will not be entitled to any refunds from Pathway whatsoever.

7. All communications and notices between Pathway and the User will be conducted through E-mail unless otherwise agreed to by an authorised representative of Pathway. All such communications and notices will be deemed received by the User three days after being sent by E-mail by Pathway. The User specifically agrees that Pathway has no obligation to send any other notice to the User, even in the event of default. All notices from the User for modifications, changes, upgrades or termination of Services will be effective only if presented to, and received by, Pathway in writing or via E-mail. Such notices sent to Pathway by the User must be confirmed by return E-mail to be effective.

8. Each of the services is provided "as is" and "as available," without warranty of any kind. Pathway does not warrant uninterrupted use or operation of any service, or that any data sent by or to you will be transmitted in uncorrupted form or within a reasonable period of time. All representations, warranties, endorsements and conditions of any kind, express or implied, including without limitation, warranties of title or non-infringement and any implied representations, warranties and conditions of fitness for a purpose and merchantable quality and those arising from a course of dealing or usage of trade are hereby excluded. Pathway shall have no liability to you for patent or copyright infringement or misappropriation of trade secrets with respect to any service provided by any third party through Pathway. Your course, in the event of any such claim with respect to any service, shall be solely against such third party.

9. Force Majeure. Neither party is liable for failure or delay in performance hereunder which is proximately caused by strikes, shortages, failure of suppliers, riots, insurrection, fires, floods, storms, earthquakes, acts of God, war, governmental action, labor conditions, or other cause beyond its reasonable control. The failure to make any payment required under this Agreement shall never be excused under this force majeure provision.

10. Pathway may by written notice to the User, cancel the Services if the User:(i) fails to perform or comply with any of the provisions of the order form or the Conditions of Service and Use (ii) commences any proceeding seeking relief or protection under any bankruptcy or insolvency laws, (iii) seeks to liquidate, dissolve or wind up its business or (iv) makes an assignment for the benefit of creditors for all or substantially all of its assets.