

Network Data Services Terms and Conditions



Last Updated: February 19, 2005

A. Use of Network Connections and Services

1) The network connections, services and servers provided by govital internet inc. may be used by the customers of govital internet inc. for research and education, commercial, or both purposes. The govital internet inc. network will facilitate communications between govital's authorized customers and the entities reachable through the global Internet network. Customers of govital internet inc. network services shall use reasonable efforts to promote efficient use of the networks to minimize, and avoid if possible, unnecessary network traffic and interference with the work of other users of the interconnected networks.

2) Customers and associated users of govital internet inc. network services shall not disrupt any of the govital internet inc. or other associated networks as a whole or any equipment or system forming part of their systems, or any services provided over, or in connection with, any of the govital internet inc. or other associated networks. Govital internet inc. networks shall **not** be used to:

- post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, illegal or otherwise objectionable material of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, provincial, federal or international law.
- post or transmit any software, which contains a virus, Trojan horse, or other harmful component.
- post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through govital internet inc. for commercial purposes other than as expressly permitted by the provider of such information, software or other material.
- upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through govital internet inc. which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder.
- transmit any communication where the meaning of the message, or its transmission or distribution, would violate any applicable law or regulation or would likely be highly offensive to the recipients.
- mass distribution of any message, including advertising, may not be "broadcast" or otherwise sent on an intrusive basis to any user of the Internet, govital internet inc. network or any directly or indirectly attached network. However, when requested by a user of the networks, product information and other commercial messages are permitted to be transmitted over the network. Discussion of a product's relative advantages and disadvantages by users of the product, and vendors' responses to those who pose questions about their products, may be made available over the govital internet inc. network.

3) Customers must understand that the Internet contains unedited materials, some of which may be offensive to some people. Customers access such materials at their own risks. Govital internet inc. has no control over and accepts no responsibility whatsoever for such materials.

4) govital internet inc. has no obligation to monitor the service. However, the customer agrees that govital

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tal internet inc. has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, regulation or other government request, to operate the Internet service properly, or to protect itself or its customers. Govital internet inc. will not intentionally monitor or disclose any private electronic mail messages unless required by law. Govital internet inc. reserves the right to refuse to post or remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.

5) Interpretation, application, and possible modification of this section shall be within the reasonable discretion of govital internet inc. Questions about any issue arising under this section should be directed to govital internet inc. by the customer when an issue first arises.

6) Govital internet inc.'s failure to insist upon or enforce strict performance of any provision of this agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practices shall act to modify any provision of this agreement.

7) Govital internet inc. may modify this agreement from time to time by placing a notice of such modification in the govital internet inc. web site at www.govital.net. Your continued use of the Internet following notice of such modification shall be deemed to be your acceptance of any such modification. It is the customers responsibility to check the Web site news areas regularly to determine whether this agreement has been modified. If you do not agree to any modification, you must immediately stop using the services of, and notify in writing, govital internet inc,

B. Payments, Fees and Prices.

1) Customers will pay the charges directly to the provider thereof. Customers shall pay govital internet inc. the basic monthly, annual or bi-annual payment due **before** service commences. Thereafter, the customers will pay govital internet inc. the additional charges for extra services used the previous month on a monthly schedule and recurring payments for service will be made according to the plan schedule.

2) The fees may be changed semi-annually by govital internet inc. by giving written notice thereof to the customers. If the changes in the fees involve an increase in the price to be paid to govital internet inc., customers may elect to terminate this agreement at the end of the contract period. The fees may be changed at any time a carrier or property owner changes its price. Govital internet inc. will give written notice thereof to customer, but the changes will be effective at the time specified by the carriers or leased property owner.

3) All plans will be automatically renewed for successive monthly, twelve (12) month, or twenty-four (24) month periods, as the case may be, unless the customer provides at least **thirty days written notice** to govital internet inc. of the desire not to renew or alter their service plan subscription. The granting of a plan is at the sole discretion of govital internet inc.

4) If the customer agrees to pay by Pre-Authorized Payment Plan, the customer authorizes govital internet inc. for the term of their agreement and any renewals thereof, to present payment against the customer's payment method as described at the initial sign up method or the latest payment method identified by the customer. And in consideration of govital internet inc. acting as directed herein, govital internet inc.'s treatment of each payment and their rights with respect to it shall be the same as if it were signed by the customer.

5) A Late Payment Charge will be applied to accounts with an unpaid balance 30 days from the date of invoice. An amount will be charged and penalty each time a cheque is returned due to insufficient funds to cover the additional costs incurred by govital.

C. Taxes

1) Provincial Sales Tax (PST) and the Goods and Services Tax (GST), and all other taxes, shall be borne by customer, regardless of whom the taxes and levies are or were imposed upon under applicable laws and regulations.

D. Improving Service.

1) To the extent agreed from time to time, govital internet inc. and Subscriber shall cooperate to identify how govital internet inc. and Subscriber can improve each of the services offered by govital internet inc. and, the value being provided by govital internet inc. services to Subscriber and its users.

E. No Warranties; Limitation of Liabilities.

1) govital internet inc. DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. SPECIFICALLY, THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE FOR THE SERVICES TO BE PROVIDED HEREUNDER. UNDER NO CIRCUMSTANCES SHALL govital internet inc., ITS AFFILIATES OR ITS CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM USE OF OR INABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR YOUR RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

2) The protocols used on the govital internet inc. network call for end to end verifications of the accuracy of any message. Similarly, these protocols provide for end-to-end verification of the receipt of all of the data that is transmitted. govital internet inc. will not be responsible for any loss of data from delays, non deliveries, incorrect deliveries, service interruptions, indulging those caused by the negligence, errors or omissions, of govital internet inc., or other losses or damages. Use of information obtained via the services provided hereunder is at customer's own risk. Customers are solely responsible for, the accuracy and/or quality of information obtained or data transmitted through the govital internet inc. network and assuring that each message customer sends or receives has been received.

3) While some network links are encrypted and customer traffic is isolated from other customers to a certain extent, the nature and design of the Internet is for fast and efficient communication regardless of data content. Therefore, govital internet inc. cannot guarantee that network transmissions are safe from third parties, through either malicious or accidental interception. Customers bear the responsibility of ensuring that information of a sensitive nature is encrypted and protected when transmitted over the network, or stored on a data storage system.

4) Govital internet inc. shall not be liable to customers for any damage arising from any event that is out of the control of govital internet inc. Neither shall govital internet inc. be liable to customers for indirect, special, incidental, exemplary, consequential, or any other form of money damages, including, but not limited to, lost profits, or for the loss of data or information of any kind, however caused, and arising out of or in connection with the performance of govital internet inc., or the provision of services or performance hereunder, whether based in contract, or any other legal theory, and whether or not govital internet inc. has been made aware of the possibility of such damages.

5) In the event that the customer becomes dissatisfied with the service or with any terms, conditions, rules, policies, guidelines, or practices of govital internet inc. in operating the service, the customer's remedy is to **discontinue using the Internet service and notify govital internet inc. immediately**. In no event shall liability exceed a refund of amounts paid to govital internet inc. by the customer, for the current period.

F. Reasonable Steps to Secure Compliance

1) The customer shall be responsible for taking reasonable steps to secure compliance by all persons accessing the network at, by, or through, the customer with the provisions of section A above. If a probable violation of section A is detected, the customer is requested to report the probable violation in writing or by electronic mail message to abuse@govital.net in as much detail as is practical to assist govital internet inc. and other allied organizations in the prevention or deterrence of similar violations.

2) The customer shall not share their assigned user identification codes and passwords to govital internet inc. systems and services to third parties. The customer shall bear total responsibility of the security and maintenance of user accounts and passwords created by them through the configuration tools provided by govital internet inc. or used on govital's systems.

G. Prohibited Assignments.

1) Without the prior written consent of the other party, which shall not be unreasonably withheld, neither party may assign this agreement nor the performance of its obligations under this agreement.

H. Governing Laws & Arbitration

1) The parties will negotiate in good faith in an effort to resolve any dispute, disagreement or claim without resort to formal legal proceedings. During the course of such negotiations, all reasonable requests made by one party to the other for information will be honoured in order that each of the parties may be fully apprised of the situation. This agreement shall be governed by, and construed in accordance with, the laws of the province of Ontario and the country of Canada.

2) Any unresolved dispute, controversy, or claim arising out of or in connection with or relating to this agreement of any breach or alleged breach hereof, shall, upon the request of either party, be submitted to and settled by arbitration. Any award or other determination rendered shall be final and conclusive upon the parties and a judgment thereon may be

entered in the highest courts. The expenses of the arbitration shall be borne equally by the parties, but each party shall pay for the costs of its own counsel, witnesses and other personal expense, provided that a party shall pay for and bear the cost of any other party's counsel and witnesses if the arbitrator expressly determines that, the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration's as a dilatory tactic or, the party against whom such award is entered has failed to disclose fully the information required to be disclosed under the provisions of the preceding paragraph and such failure to disclose materially increased the probability that there would be an arbitration or the costs thereof, compared to what would have been had there been full disclosure.

3) If the customer disputes any amount due to govital internet inc., the amount shall be paid promptly, as stated by govital internet inc. and on the date due, with a notice that such payment is being made subject to the right of arbitration. If the customer fails to pay govital internet inc. on the date due, govital internet inc. may terminate this agreement as provided in section J for the services described under this Agreement.

I. Notices

1) Notices under this agreement shall be given by delivery in person, mail, fax, electronic posting or electronic mail.

J. Duration and Termination

1) The agreement shall continue on a regular term unless the customer has been given written notice, no sooner than one month from the commencement of service, or the scheduled plan renewal date. Failure to comply with the provisions of section 1. hereof, failure to pay invoices when due, or other material breach of this agreement by the customer will give govital internet inc. the right to terminate this agreement. A material breach of this agreement by govital internet inc. will give the customer the right to terminate this agreement. Failures of service by the local exchange or the network carrier or other third party or by strikes, labor disturbances, Acts of God, or any event of force which prevents commencement of service hereunder or causes material continuing degradation of service under this Agreement shall give both govital internet inc. and the customer a right to terminate this agreement. Any termination for failure to pay an amount when due will require at least 5 days prior written notice. Any other termination under this paragraph will require at least 14 days prior written notice. Notices of termination shall only become effective if such failure of breach that gave rise to the right to terminate, as stated in such written notice, has not been corrected, eliminated, or avoided by the specified date of termination set forth in such written notice.

2) No damages or cost reimbursements will be owed by either party to the other if this agreement is terminated because of an event of force majeure or an act of an unrelated third party. In any event, each party shall cooperate to enable govital internet inc. to cease providing service without undue cost or delay. Obligations to maintain any information in confidence shall survive the termination of this agreement.

K. Entire Agreement

1) The agreement, with each of the attachments (price quote and/or plan service description and/or billing information and/or technical notes), represent the complete agreement and understanding of the parties with respect to the subject matter herein, and supersedes any other agreement or understanding, written or oral.

L. Backups

1) Govital internet inc. is not responsible for loss of customer data due to server or hardware failure. It is the customer's responsibility to have a full backup of their site or mailboxes. Govital internet inc. cannot be held responsible for the deletion of users' files, whether intentional or unintentional. Disaster recovery backups are made, but govital internet inc. will not guarantee the accuracy or timeliness of this backup data.

M. Technical Management and Operations

1) The customer and govital internet inc. will work together to provide for co-ordination and management of immediate problem determination and resolution via technical staff of govital internet inc., for any problems associated with the services being provided pursuant to this agreement. The govital internet inc. technical staff is available between the hours of 10:00 am to 6:00 PM Monday through Friday. After hours contact is subject to additional charge, unless otherwise indicated in the service plan description.