

# ITERAWEB SOLUTIONS INC. – TERMS & CONDITIONS

iTeraWeb Solutions Inc. ("iTeraWeb") agrees to furnish services to the Subscriber, subject to the following Terms of Service (TOS).

**BY ACTIVATING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY ITS TERMS AND CONDITIONS.**

## 1. GENERAL TERMS AND CONDITIONS

### 1.1 Disclosure.

The subscriber gives iTeraWeb consent to disclose any and all information relating to the subscriber to any law enforcement agent who makes a written request without further consent, or notification to the subscriber. In this event, iTeraWeb reserves the right to terminate all services to this account without refund.

### 1.2 Service Rates.

The subscriber acknowledges that the nature of services, and initial rates and charges has been communicated, or made available to the subscriber. The subscriber is aware that iTeraWeb may from time to time change the specified rates and charges. All offers are contingent on iTeraWeb meeting its cost of service goals, which may include, but is not limited to rates charged to the company by the suppliers it uses.

### 1.3 Payment.

Establishment of services is dependent upon receipt by iTeraWeb of stated charges. Subsequent payments are due on the anniversary date of the month, for the term of service, whether monthly, quarterly, semi-annually, or yearly. All services provided by iTeraWeb are billed in United States currency (USD) unless otherwise stated at time of purchase. Residents of Canada are subject to 5% GST on all purchases.

### 1.4 Payments and Fee's.

Credit cards which are declined may be subject to a \$5.00 declination fee. Payments on credit cards which are reversed for any reason will be subjected to a \$100.00 reversal fee. Services may be interrupted on any accounts which reach 14 days past due. Accounts interrupted as a result of non-payment will be subjected to a \$100.00 reconnection fee. Accounts which are not paid by their due date are subject to a \$15.00 late fee. Any additional service fee's, including technical support, bandwidth overage charges, and other additional fines, or fees will be charged at the end of the month, or at iTeraWeb's discretion. Accounts which can not be collected by iTeraWeb may be turned over to an outside collection agency, and the subscriber agrees to pay a \$100.00 Collection Fee.

### 1.5 Refunds and Disputes.

All payments to iTeraWeb are non-refundable unless stated otherwise by iTeraWeb at the time of the dispute. All disputes of charges must be reported within 45 days of the time the dispute occurred. If the subscriber disputes a charge to their credit card which is at iTeraWeb's sole discretion a valid charge under the provisions of the Acceptable Use Policy (AUP) and/or Terms of Service (TOS), the subscriber agrees to pay iTeraWeb a \$100.00 reversal fee.

### 1.6 Failure to Pay.

iTeraWeb reserves the right to deny service, or terminate accounts upon the failure of the subscriber to pay charges when due. Termination or denial as a result of failure to pay will not relieve the subscriber from the payment of all accrued charges, plus reasonable interest and all collection fee's. iTeraWeb reserves the right to retain any and/or all of a customer's equipment in the event of failure to pay. Should the customer fail to make upon appropriate payment arrangements with iTeraWeb within 60 days, iTeraWeb reserves the right to liquidate customer equipment, in part, or in whole, to repay overdue accounts.

### 1.7 Account Cancellation.

All requests concerning account cancellations must be sent to iTeraWeb with at least 15 days notice, but not more than 45 days notice. All account cancellations must be confirmed with iTeraWeb. When requesting an account cancellation, the subscriber must have all information relating to their account on hand for verification.

### 1.8 Availability of Services.

The subscriber acknowledges that the service provided is of a nature that services may be interrupted for reasons other than negligence of iTeraWeb. Any damages resulting from any interruption or degradation of services are difficult to ascertain. Therefore, the subscriber agrees that iTeraWeb shall not be liable for damages arising from causes beyond the direct and exclusive control of iTeraWeb. The subscriber also acknowledges that iTeraWeb liability for its own negligence may not in any event exceed the amount in equivalent charges payable by the subscriber for services during the period which damages occurred. In no event whatsoever shall iTeraWeb be responsible or liable for any special or consequential damages, loss, or injury.

### 1.9 Domain Related.

All accounts involving the registration, or transfer of an existing domain name will be set up and entered into iTeraWeb's DNS servers with 7 business days. Due to complications in domain transfer, some accounts involving the transfer of domains may take up to 60 days to process. If as a result of complications transfer of domain should take more than 7 days, and the subscriber cancels service before 60 days have incurred all charges will be considered valid and earned.

### 1.10 Support Boundaries.

iTeraWeb reserves the right to limit its technical support to its area of expertise. iTeraWeb provides support for issues which directly relate to servers, or virtual accounts functioning. Support issues relating to programming, development, or software related problems will be billed to the subscriber at an additional rate in 30 minute minimum intervals.

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### **1.11 SPAM.**

The subscriber acknowledges that iTeraWeb defines "SPAM" e-mail as any and all bulk e-mail and Unsolicited Commercial E-mail, messages, or postings, etc. The subscriber understands that they may not transmit, assist in the transmission, encourage third parties to transmit, or permit hosting of sites or any information which is advertised by SPAM from other networks or services. The subscriber acknowledges that they are responsible for any and all SPAM related actions which come from their account. The subscriber acknowledges that all accounts used for SPAM purposes will be terminated immediately & a refund will NOT be issued.

### **1.12 Internet Protocol (IP) Address Ownership.**

All Internet Protocol (IP) addresses which are assigned to subscribers belong only to iTeraWeb. Subscribers shall have no right to use Internet Protocol (IP) addresses except as permitted and assigned by iTeraWeb in its sole discretion. iTeraWeb shall maintain control and ownership of all Internet Protocol (IP) addresses which it assigns, and reserves the right to modify, or remove any and all Internet Protocol (IP) addresses it assigns.

### **1.13 Bandwidth/Disk.**

The subscriber agrees that should they exceed allocated disk space or bandwidth, they shall pay iTeraWeb the respective "overage" charges which have been communicated, and/or made available to the subscriber. iTeraWeb reserves the right to deny additional disk space, or bandwidth usage which it deems to be unreasonable and the subscriber is aware that corrective action may be taken as a result, which may include discontinuance of any/all services, or termination of any/all services. The subscriber is aware that any corrective action taken as a result of the subscriber exceeding their allocated resources shall not entitle the subscriber to a refund of any fee's paid in advance prior to such corrective action.

### **1.14 Offensive Materials.**

iTeraWeb reserves the right to remove any and all materials which are deemed to be offensive by iTeraWeb. The subscriber is aware that iTeraWeb may delete, disconnect, or terminate any services, resources, or accounts on which the offensive materials are located, or connected to. The subscriber is aware that should iTeraWeb choose to take any action relating to materials or content which iTeraWeb deems as offensive shall not entitle the subscriber to a refund of any form.

### **1.15 Violation of Terms Of Service/Acceptable Use Policy.**

iTeraWeb is under no obligation to monitor its subscriber's activities to determine whether violations of their Acceptable Use Policy (AUP) have occurred. iTeraWeb assumes no responsibility though it's Acceptable Use Policy (AUP) to monitor or 'police' Internet-related activities. The subscriber is aware that iTeraWeb shall deal with each violation of the Acceptable Use Policy (AUP) and/or all other issues on a case-by-case basis, and is aware that iTeraWeb is under no obligation to provide "warnings" under any circumstances. iTeraWeb may choose to "warn" subscribers iTeraWeb feels that the subscriber may be breaking the Acceptable Use Policy (AUP).

### **1.16 Appearance and Network Protection.**

iTeraWeb reserves the right to protect its network, resources, and services from influences which threaten to disrupt, or degrade iTeraWeb's network, resources, or services. The subscriber is aware that iTeraWeb may firewall, drop, or disable Internet Protocol (IP) addresses which may cause harm to iTeraWeb's resources, services, or appearance. This may include, but is not limited to: subscribers who project a negative appearance of themselves or of iTeraWeb, subscribers who attract, have attracted, or may attract Denial of Service (DoS) attacks, subscribers who are suspected of using iTeraWeb's services to SPAM, or Subscribers who are running insecure, or inappropriate services such as open proxy's/relays.

### **1.17 Service Cancellation/Suspension.**

iTeraWeb reserves the right to cancel or suspend any subscribers service which iTeraWeb feels may be the target, or source of any violations of the Acceptable Use Policy (AUP), or for any other reasons iTeraWeb chooses. If inappropriate activity is suspected, all accounts relating to the subscriber in question may be disabled for the duration of iTeraWeb's investigation. iTeraWeb will is under no obligation to refund, or credit the subscribers account(s) for such service interruptions.

### **1.18 Indemnification.**

The subscriber indemnifies iTeraWeb for any violation of the Acceptable Use Policy (AUP) and Terms of Service (TOS) those results in loss to iTeraWeb, or the bringing of any claim against iTeraWeb by any third-party. If any damages are awarded against iTeraWeb as a result of the subscriber's negligence, or a user on their systems, the subscriber agrees to pay any and all damages awarded against iTeraWeb, and all attorneys' fees.

### **1.19 Waiver.**

The subscriber understands that should iTeraWeb choose to give the subscriber a waiver for any breach of the Acceptable Use Policy (AUP), it shall not be used, or be constructed to be a waiver for continuing or subsequent breaches of the Acceptable Use Policy (AUP), or as a waiver for any other breaches of the Acceptable Use Policy (AUP).

### **1.20 Transfer of Ownership.**

The subscriber shall not transfer, or assign this agreement without the prior written consent of iTeraWeb. iTeraWeb reserves the right to cancel customer's rights under this contract at anytime without further obligation.

### **1.21 Damages.**

iTeraWeb is not responsible for any damages which may damage the subscribers business. iTeraWeb does not make any written or implied warranties for any services it may offer. iTeraWeb denies any warranty or merchantability for any specific purpose. This may include, but is not limited to loss of data resulting in delays, incorrect deliveries, non-deliveries, any and all service interruptions caused by iTeraWeb.

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### **1.22 Content.**

The subscriber acknowledges that they are solely responsible for the content stored on, or transferred through iTeraWeb's services and/or resources.

### **1.23 Personal Information**

The subscriber grants iTeraWeb consent to collect, and/or store personal information relating to the subscriber. This may include, but is not limited to credit history, credit card information, and information relating to the subscribers online activities. The subscriber is aware that iTeraWeb may choose to store specific billing information relating to the subscriber such as, but not limited to credit card numbers, and additional information for the convenience of automatic billing. The subscriber consents iTeraWeb to automatically bill the subscriber for all recurring services, and/or additional charges, expenses, or penalties.

## **2. VOICE OVER IP (VOIP) - E911 SERVICE**

### **2.1 Non-Availability of Traditional 911 or E911 Dialing Service.**

iTeraWeb offers a form of 911 services (911 Dialing) that is similar to traditional 911 services but has some important differences and limitations when compared with enhanced 911 services (E911) available in most locations in conjunction with traditional telephone service. With both traditional 911 and E911 service, your call is sent directly to the nearest emergency response centre. In addition, with E911 service, your call back number and address are visible to the emergency response centre call-taker. With iTeraWeb's 911 services, your call is sent to a national emergency call centre. The call centre operator will request or confirm your location information and then transfer your 911 call to the emergency response centre nearest your location. You should be prepared to provide or confirm your address and call-back number with the operator. Do not hang up unless told directly to do so and if disconnected, you should dial 911 again.

### **2.2 Registration of Physical Location Required.**

You should ensure your location information, when registered with iTeraWeb, is kept current at all times. In case you are not able to speak during the 911 call, the call taker would dispatch emergency response vehicles to your last registered address. You need to update your 911 Dialing information if you move your device to a different location and/or if you add a new line to your account. Your 911 Dialing service is activated when you subscribe to iTeraWeb's service.

### **2.3 Service Outages.**

911 Dialing service will not function in the event of a power or broadband outage or if you're broadband, ISP or iTeraWeb's service is suspended or disconnected. Following a power failure or disruption, you may need to reset or reconfigure your Device prior to utilizing the service, including 911 Dialing.

### **2.4 Re-Registration Required if You Change Your Number or Add or Port New Numbers.**

You must successfully register your location of use for each changed, newly added or newly ported number in order for 911 Dialing to function as intended.

### **2.5 Network Congestion.**

Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 Dialing over traditional public telephone networks.

### **2.6 Conveying Limitations to other household residents and guests.**

You should inform any household residents, guests and other persons who may be present at the physical location where you utilize the iTeraWeb service, of the important differences in and limitations of VoIP 911 Dialing service as compared with E911 service, as set out above.

### **2.7 Disclaimer of Liability and Indemnification.**

We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response centre. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling centre. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling centre. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither iTeraWeb nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless iTeraWeb, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, legal fees and expenses) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

### **2.8 Alternate 911 Arrangements.**

If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the Service.

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### 3. VOICE OVER IP (VOIP) - SERVICE TERMS AND CONDITIONS

#### 3.1 Residential Use of Service and Device.

If you subscribe to iTeraWeb's residential services, the Service and the Device are provided to you solely for residential use. You shall not resell or transfer the Service or the Device to another party without our prior written consent. You are prohibited from using the Service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to immediately disconnect or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service or the Device is, or at any time was, inconsistent with normal residential usage patterns. In addition, you will be required to pay our higher rates for commercial service for all periods in which your use of the Service or the Device was inconsistent with normal residential use.

#### 3.2 Use of Service and Device by Customers Outside Canada and the United States.

Although we encourage you to use the Service to place calls to foreign countries from within Canada and the United States, and to use the Service as you travel, iTeraWeb offers and supports services only in Canada, the United States and certain other countries. iTeraWeb's Service is designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is not within a iTeraWeb service area, and/or your ISP or other broadband provider places restrictions on the usage of VoIP services, iTeraWeb does not represent or warrant that use of the Service by you is permitted by any other jurisdictions or by any ISP or broadband provider. You will be solely responsible for any violations of local laws and regulations resulting from such use. We reserve the right to disconnect your Service immediately if we determine, in our sole and absolute discretion, that you have used the Service or the Device in violation of laws of jurisdictions outside of iTeraWeb's service areas.

#### 3.3 Tampering with the Device or Service.

You shall not change the electronic serial number or equipment identifier of the Device or perform a factory reset of the Device without our prior written consent. We reserve the right to disconnect your Service if we believe, in our sole and absolute discretion, that you have tampered with the Device. In the event of such disconnection, you will remain responsible for all charges through the end of the current Service Term, including unbilled charges, plus a disconnection fee, if applicable, all of which will immediately be due and payable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

#### 3.4 Number Transfer on Service Disconnection.

Upon disconnection of your Service, we may, in our sole and absolute discretion, subject to applicable law, release to your new service provider the telephone number that you ported (transferred or moved over) to us from your previous service provider and used in connection with your Service if:

- \* such new service provider is able to accept such number;
- \* your account has been properly disconnected;
- \* your account is completely current, including payment for all Service charges and applicable disconnection fees; and
- \* you request the transfer upon disconnecting your account.

#### 3.5 Service Distinctions.

The Service is not a traditional telecommunications service and we provide it on a best efforts basis. Things beyond our control may affect the Service, such as power outages, fluctuations in the Internet, your underlying ISP or broadband service. Other things may affect Service, such as maintenance. iTeraWeb will act in good faith with a view to minimizing disruptions to your use of and access to Service. Important distinctions exist between a traditional telecommunications service and our Service, and our Service is subject to different regulatory treatment than a traditional telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

#### 3.6 No 0+ or Operator Assisted Calling.

May Not Support x11/8xx Calling. The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900 or calling card calls). The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

#### 3.7 No Directory Listing.

The phone numbers you obtain from us will not be listed in any telephone directories. Phone numbers transferred from your local phone company may, however, be listed. As a result, someone with your phone number may not be able to utilize a reverse directory to look up your address


#### 3.8 Incompatibility with Other Services.

**(a) Home Security Systems.** The Service may not be compatible with home security systems. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system installed in your home or business. You are responsible for contacting the alarm monitoring company to test the compatibility of any security system with the Service.

**(b) Certain Broadband, Cable Modem and Other Services.** You acknowledge that the Service presently is not compatible with AOL cable broadband service, Rogers Unplug Wireless Service, and there may be other services with which the Service may be determined to be incompatible. You further acknowledge that some providers of broadband service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Services will be compatible with all broadband services and expressly disclaim any express or implied warranties or conditions regarding the compatibility of the Service with any particular broadband service.

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**ITERAWEB SOLUTIONS INC. – SERVER COLOCATION ORDER FORM**

	<b>iTeraWeb Solutions Inc.</b> 4936 Yonge Street, Suite 302 Toronto, ON, Canada M2N 6S3 Tel: (416) 548-8600 Fax: (416) 548-8597
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**CUSTOMER INFORMATION**

Full Name :		
Company Name:		
Street :		
City :	Province :	Postal Code :
Telephone :	Fax Number :	

**LOGIN INFORMATION**

FOR APC REBOOT/MRTG/BILLING PURPOSES	Desired User ID:	Desired Password:
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**COLOCATION PACKAGE INFORMATION**

<i>ALL PRICES IN CAD FUNDS</i>				
<i>Colocation Packages (select one)</i>	<i>Package Billing Cycle (Contract Term)</i>			
	<i>Setup Fee</i>	<input type="checkbox"/> <i>Monthly</i>	<input type="checkbox"/> <i>Semi-Annually</i>	<input type="checkbox"/> <i>Yearly</i>
<input type="checkbox"/> <i>Standard Colocation</i>	\$0.00	\$95.00	\$541.00	\$1,026.00
<input type="checkbox"/> <i>Advanced Colocation</i>	\$0.00	\$169.00	\$963.00	\$1,590.00
<input type="checkbox"/> <i>Pro Colocation</i>	\$0.00	\$279.00	\$1,825.00	\$3,013.00
<b>ADDITIONAL OPTIONS</b>				
<input type="checkbox"/> <i>Switch Ports</i>	___X \$10.00/month	Additional 95th Percentile Based Bandwidth: (Megabit Commitment)		
<input type="checkbox"/> <i>APC Ports</i>	___X \$10.00/month	<input type="checkbox"/> 0.25 - \$45/month	<input type="checkbox"/> 0.50 - \$65/month	<input type="checkbox"/> 1.00 - \$100/month
<input type="checkbox"/> <i>cPanel/WHM</i>	___X \$50.00/month	<input type="checkbox"/> 2.00 - \$180/month	<input type="checkbox"/> 3.00 - \$260/month	<input type="checkbox"/> 4.00 - \$320/month

\* Taxes not included.

**PAYMENT INFORMATION**

Payment Type: <input type="checkbox"/> Check <input type="checkbox"/> Credit Card <input type="checkbox"/> Wire Transfer	Billing Cycle: As selected above in the "Colocation Package" section	
Credit Card Information: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard	Card Number:	Expire Date: /
Name (as on card) :	Address:	

I authorize **iTeraWeb Solutions** to invoice me or bill my credit card as indicated above according to the payment plan and package chosen on this order form. I am aware of any extra charges that may occur by going over my package allowance for disk space and/or data transfer. I have read and agree **iTeraWeb Solutions'** service terms and conditions. All charges will appear as "**ITERAWEB SOLUTIONS INC**".

**NAME:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_