

MoradNET Terms of Service Agreement

Introduction

1. This Agreement (the "Agreement") constitutes a contract between you (hereinafter "you", "your", or the "customer") and Morad Communications Ltd (hereinafter "our", or "MoradNET"). At your request MoradNET will act as your Internet Service Provider, providing internet services (the "Service", or "Services") for you, facilitating your access to the internet through equipment owned by MoradNET. This contract defines the terms and conditions pertaining to your use of this Service provided by MoradNET. This Agreement shall take effect immediately upon your acceptance of its conditions, and will remain in effect until the Services are terminated by you or MoradNET.
2. Your ordering of Services from MoradNET shall constitute a legally binding acceptance and agreement to abide by all of the conditions contained within this Agreement. You are solely responsible for activities on your account. All Services are provided to you, and you will be held culpable without limitation for any and all activities of users of the Services, including but not limited to residents and visitors to your premises.
3. MoradNET reserves the right to alter the terms of this Agreement at any time, at MoradNET's sole discretion. Your acceptance of this Agreement provides MoradNET the right to make these amendments immediately and without notice to you as seen fit by MoradNET. This Agreement, and all changes to this Agreement will be posted for your viewing online at www.moradnet.ca/legal. You are responsible to regularly check for information posted online regarding changes to this Agreement. Your continued use and/or non-termination of the Services shall constitute your acceptance of any and all amendments made to this Agreement. If you are unable to obtain a copy of this Agreement online you may request that MoradNET have a copy delivered to your billing address. Failure on your part to view or understand any amendments made to this Agreement in no way limit the scope, validity, or enforceability of said amendments.
4. If you do not accept and agree to abide by the terms described in this Agreement, YOU MAY NOT SUBSCRIBE TO, OR USE THE SERVICES. If you already have the Services, and choose not to abide by this Agreement, then YOU MUST IMMEDIATELY TERMINATE YOUR ACCOUNT and all Services with MoradNET. Contact with MoradNET regarding your Services or account can be made though email at info@moradnet.ca, or by phone at 1-800-487-3413 ext. 2235.
5. ANY BREACH OF THIS AGREEMENT ON YOUR PART GIVES MORADNET THE INDISPUTABLE RIGHT TO TERMINATE YOUR ACCOUNT IMMEDIATELY, AND WITHOUT WARNING.

Customer Support

6. MoradNET will provide you with both on-line and telephone customer support options. Email inquiries should be sent to info@moradnet.ca, or by phone between the hours of 8 am and 5 pm, Monday to Friday at 1-800-487-3413 ext. 2235. Please note that MoradNET staff will only be able to address problems relating to the provisioning of MoradNET's internet Services. At the discretion of MoradNET, support staff will not provide trouble-shooting or other support for problems related to or caused by customer

owned computer systems, computer peripherals, networking components, software applications, or other software which is not directly provided for by MoradNET.

7. MoradNET reserves the right to send you occasional emails containing information regarding MoradNET or the Services.

Billing, Payment and Account Information

8. You must be at least 18 years of age to apply for Services from MoradNET.
9. You agree to pay MoradNET for all charges (including applicable taxes and federally or provincially implemented surcharges) relating to your subscribed Service. These charges may include, but are not limited to, monthly Service and equipment rental fees as agreed to by you and MoradNET, plus any equipment installation and service call charges incurred. Payments must be made by a payment method accepted by MoradNET on or before the payment due date stated on your monthly invoice.
10. Any amounts owing after the due date stated on your monthly invoice may be subjected to a late payment interest charge of 1.5% per month. All delinquent charges will be reflected on your next invoice. You agree to pay all cost incurred by MoradNET for the purposes of collecting past due charges, and to pay for all charges incurred by MoradNET to facilitate the enforcement of this Agreement. Delinquent accounts may result in Service termination at the sole discretion of MoradNET.
11. Any actions by MoradNET or another third party resulting in the non-delivery of an invoice shall not negate your responsibility to pay all charges accrued on your account. You must notify MoradNET of any discrepancies or disputes of invoice information within 60 days of the invoice due date. Any invoice not questioned or disputed within this 60-day grace period shall constitute your acceptance of all invoice information.
12. Monthly fees for Service may be changed at the discretion of MoradNET. MoradNET will notify you of any changes in fees through either your email account or postal address. It is your responsibility to ensure that your contact and billing information is accurate and up to date.
13. You agree to provide MoradNET with completely accurate and truthful information regarding your account and associated customer information. You agree to notify MoradNET of any changes in your customer information immediately upon the time of the change.

Facilities and Equipment

14. MoradNET is not responsible to ensure that your equipment is compatible with the Services or with MoradNET equipment. Maintenance, operation, support and compatibility of all customer owned equipment is the sole responsibility of the customer.
15. MoradNET shall not be held responsible for any damage or loss of data on the customer's system as a result of installing or accessing the Services. MoradNET strongly recommends that the customer back up all important data, files and programs to a separate system before installation and initialization of the Services.
16. All equipment provided from MoradNET for your use in accessing the Services shall remain property of MoradNET at all times. You agree to never sell, lease, discard or

- otherwise transfer ownership of any MoradNET equipment. You agree that you are solely responsible for the safekeeping of all MoradNET equipment, including but not limited to, prevention of theft, loss, and damage from any source. Any loss or damage to MoradNET equipment shall result in you paying MoradNET full retail value to replace said equipment, including all costs incurred in assessing the whereabouts or condition of this equipment. MoradNET reserves the right to remove, replace or maintain any of this equipment as MoradNET sees fit. MoradNET will notify you of any equipment issues that may require access to your property.
17. You agree to allow MoradNET, its affiliates, contractors, representatives or employees to enter into your premises for the purpose of accessing, maintaining, inspecting, installing, modifying, or removing any equipment or software deemed necessary by MoradNET to build or maintain an efficient, functional, and easily manageable Service delivery system. MoradNET will notify you of any intent to visit your premises, and attempt to schedule a mutually acceptable time for said visit.
 18. You may not modify any MoradNET owned equipment in any way, nor use it for any purposes other than those stated in this Agreement. Any modifications to MoradNET equipment, or attempts to reverse engineer any part of the MoradNET network will result in immediate termination of Services and possible criminal prosecution.
 19. Upon termination of the Service (by you or by MoradNET) you must return all MoradNET equipment to MoradNET. Failure to return the equipment will result in you being charged for the full retail value of replacement equipment.

Limitations of Service

20. You accept that MoradNET has the right to monitor and restrict your usage of the Services, as applicable to your Service Contract. MoradNET may regulate the following items in relation to your Services, at our sole discretion:
 - a. Amount of data transferred through MoradNET. This applies to both uploading and downloading of data.
 - b. Maximum email size, both inbound and outbound.
 - c. Maximum amount of data storage done by MoradNET for the customer, including but not limited to undelivered email.
 - d. Maximum amount of time that MoradNET will store customer data, including but not limited to undelivered email.
 - e. Bandwidth allotments, which may be monitored and restricted by individual premises, software applications, or online services and conduct.
21. Violation of any of the above restrictions may result in the termination, suspension or financial alteration of your Service Contract with MoradNET.
22. You may not operate (or allow to be operated) any server functions through the Services. Server functions include but are not limited to the operation of any news, FTP, IRC, web, or email servers, except where otherwise expressly allowed and documented in your Service Contract. MoradNET reserves the right to block or restrict access on any outgoing ports on your system to enforce this policy.

23. You may not lease, assign, transfer or otherwise allow any other third-party access to the Services or equipment provided from MoradNET, excepting residents, official occupants, or visitors to your premises. At no time shall you be permitted to enter into a venture for profit or mutual gain based upon a sharing or distribution of the Services.
24. MoradNET shall make no guarantees whatsoever regarding the compatibility of the Services or of MoradNET's equipment with any software application or customer owned (or third-party) equipment. This exclusion of guarantee also includes, but is not limited to, any on-line or internet based software, application, service, or equipment.
25. You understand and accept that all IP address and email address associated with your Services are owned by MoradNET, and are assigned to you by MoradNET and are in no way owned by you or transferable by you. MoradNET reserves the right to re-assign these addresses at any time, at our sole discretion.

Termination of Service

26. You can terminate your Services by providing MoradNET with a 30-day advance notice of your request for termination, through our customer service phone line or customer service email address. MoradNET will continue to provide the Services for you until the end of the 30-day cancellation period, or, until a mutually agreed upon time prior to the end of the 30 day period.
27. MoradNET may terminate your customer contract and/or Services immediately, without notice, and at any time, at MoradNET's sole discretion. Also, MoradNET will suspend or terminate Services for any of the following actions by the customer:
 - a. Breach of any part of this Service Agreement.
 - b. Breach of MoradNET's acceptable use policy.
 - c. Using MoradNET's Services to participate in any activity, or allowing (by intention or otherwise) a third-party to participate in any activity that contravenes any law, municipal, provincial, federal, international, or otherwise.
 - d. Failure to provide MoradNET with reasonable access to your premises for the purpose of equipment inspection, testing, repair, or maintenance.
 - e. Failure to make payment on past-due account fees.
 - f. Intentionally causing damage to or relocating any MoradNET equipment.
28. Once your contract for Services has been terminated, either by you or by MoradNET, you must:
 - a. Pay all current and past due invoice amounts in full.
 - b. Allow MoradNET access to your premises to retrieve all MoradNET owned equipment.
 - c. Return all MoradNET owned equipment in full working order.

29. If your Services are suspended or terminated, a reconnection charge may apply to have your Services restored.
30. At any time MoradNET may decide to discontinue your Services, should any situation arise which causes MoradNET to believe in good faith that the continuation of your Services becomes or will become unviable for technical, financial, or other reasons.
31. Termination of your account shall constitute termination of this Agreement, but does not relieve you of any outstanding debts owed to MoradNET, nor shall it relieve you of any liabilities accrued within the scope of this Agreement during the time in which this Agreement still applied.
32. If your Services are terminated for any reason, MoradNET shall be immediately absolved of all responsibility to maintain, store, or transfer any data or information pertaining to your terminated account. Upon termination, MoradNET will delete all un-received data including but not limited to unread email. All email addresses will become the sole property of MoradNET. MoradNET will bear no responsibility to forward or redirect any email or information directed to your account after its termination. MoradNET will not be responsible to notify any third-party of any information relating to the termination of your Services, nor will we attempt to resolve any issues between you and any other third-party that arise from this termination and account deletion.
33. YOU ACCEPT AND AGREE THAT MORADNET SHALL NOT BE LIABLE TO YOU OR ANY OTHER THIRD-PARTY FOR ANY DISRUPTION, TERMINATION OR SUSPENSION OF THE SERVICES.

Content Handling

34. You accept that MoradNET is providing you access to the internet, which contains material, applications and information whose content is not controlled or censored by MoradNET. You accept that some of this content could be considered illegal, immoral, obscene, harmful, inaccurate and offensive. It is your responsibility to control or restrict access to any material you deem to be inappropriate for you, or any other users of the Services on your premises.
35. You accept that any and all material you view, access, download or distribute through MoradNET's network may be the proprietary property of a third-party, and may also be subject to copyright protections or other control mechanisms which strictly prohibit your possession or distribution of said material. Your access to this on-line content through the Services in no way circumvents or invalidates any of these protections.
36. You acknowledge that any information or data that you send or receive through the Services may at any time pass through networks belonging to numerous other third parties, and may be subjected to temporary storage or caching at any of these intermediate third-party network components. You understand that this process of intermediate third-party data storage is completely out of MoradNET's scope of control.
37. You accept that MoradNET is in no way obligated to monitor any information sent or received through use of the Services, by you or any other third-party. MoradNET may, at our discretion monitor, store, review and distribute at our sole discretion, any and all information sent or received by the Services in order to:

- a. Investigate and enforce adherence to the terms of this and all other applicable agreements.
- b. Assist any outside authority or regulatory body in the investigation of unlawful activities.
- c. Investigate accusations of abuse, illegal conduct, or third party rights infringements.
- d. Protect our network or facilities.
- e. Improve our ability to provide Services through MoradNET.

MoradNET Disclaimers

38. YOU ACCEPT THAT MORADNET, ITS AFFILIATES, CONTRACTORS AND EMPLOYEES SHALL NOT BE HELD LIABLE FOR ANY DAMAGES CAUSED BY FAILURE OF SERVICE, and that:

- a. MoradNET is not responsible or liable for any damages (financial or otherwise), caused by any data transfer, data transfer failure, data transfer error or complete Service interruption involving the MoradNET network; including but not limited to, email exchanges, internet browsing, on-line transactions (financial or otherwise), or file transfers.
- b. MoradNET will not guarantee any conditions regarding quality, accuracy, performance, security, capacity, availability, speed, suitability or any other performance metrics relating to the Services.
- c. MoradNET is not responsible or liable for the content of any data sent or received through MoradNET's network (by you or another party), including but not limited to any data which may contain information that is illegal, unethical, obscene, defamatory, harmful, offensive; or in violation of any written or implied laws, statutes, or regulations including any infringement of the rights of any individual or other entity.
- d. MoradNET is not responsible or liable for any damage or devaluation to your equipment (including stored data and other software) or premises caused either directly or indirectly by the installation, maintenance or use of the Services.
- e. MoradNET does not guarantee uninterrupted operation of the Services or MoradNET owned equipment.
- f. MoradNET shall not be held responsible for any events beyond our scope of control, which may affect our ability to deliver the Services, including but not limited to acts of God, force majeure, power failures, civil unrest, governmental decree, weather conditions, or any negligence or activity of a separate third-party.

39. Should MoradNET (or its affiliates) be found to be in material breach of this Agreement through either negligence or direct intent, your sole remedy in resolving this breach shall be payment from MoradNET for specific and actual damages incurred as a direct result of

this breach, totaling no more than the sum of fees paid from you to MoradNET in the previous three months, or \$100.00, whichever is less.

40. Except as defined in section 39 above, in no event shall MoradNET, or any of its direct affiliates (either employed, contracted, associated or other) be held liable for any physical, emotional, personal, financial or any other imaginable damages whatsoever caused either directly or indirectly by this or any other agreement pertaining to the Services, or by the Services themselves. This release from liability also covers all possible damages, claims, or lawsuits whatsoever resulting from any failure or inadequate performance of the Services, OR resulting from the use of the Services and/or inappropriate or otherwise illegal activities engaged in by you or any other third-party.
41. You acknowledge that any failure to strictly enforce the specifics of this Agreement in no way represents a waiver of any part of this Agreement. No amendment or modification to this Agreement (whether mutually negotiated or otherwise) shall be binding upon either party unless expressed in writing and approved by officers of MoradNET.
42. You acknowledge that this Agreement in no way constitutes any partnership or agency relationship between you and MoradNET. The relationship between you and MoradNET is that of buyer and seller. MoradNET reserves the right to assign its obligations to you under this Agreement to another third-party. You may not assign your Services or obligations under this Agreement for any reason.
43. This Agreement supersedes all prior agreements relating to the Services provided by MoradNET.
44. This Agreement shall be secondary only to governmental laws applicable in Alberta. You accept that any issues requiring resolution pertaining to this Agreement and/or your use of the Services shall be resolved under the exclusive jurisdiction of the regional legal system. Should any part of this Agreement be found to be in contradiction with any applicable law, only the specifically contradictory portion of this Agreement shall be deemed invalid, and the remainder of the Agreement shall remain in full effect.
45. The section headers in this Agreement are included for reference only, and do not constitute a binding condition or statement, nor do they imply an exclusion of applicability regarding the section information as it relates to the Agreement as a whole.

Privacy

46. You acknowledge that you have read MoradNET's Privacy Statement, found at www.moradnet.ca/legal. You accept that MoradNET may disclose to a third party, any information pertaining to you, your account, and your usage of the Services to satisfy any governmental request, law, or order. This information may also be disclosed in order to facilitate the continued operation of MoradNET's Services in a safe, profitable, and effective manner.
47. You are responsible to maintain the secrecy of all your user account information including all account names and access passwords relating to the Services and your email accounts.