

## **User Agreement**

### **CanDo Information Technology (Cando I.T.)**

**Before Signing Up for our services, you must agree with our terms below.**

Please read the following carefully. If you have any questions, feel free to e-mail us at [info@mycando.ca](mailto:info@mycando.ca) or call our support hotline at 613 354 2056.

In consideration of the Internet access and services (the "Services") being provided to you by CanDo Information Technology (CanDo I.T.) (as herein defined), you agree to the terms and conditions of this Customer Use Agreement (the "Agreement"). If at any time you choose not to agree to all or any of the following terms and conditions, you must notify CanDo I.T. immediately to cancel your account / services.

The Terms of Service in this Agreement (the "Agreement") are entered into by and between the subscriber ("you," "your" or "Subscriber") and the contracting supplier of Internet access services ("CanDo I.T.," "us" or "we"). You are deemed to have accepted this Agreement upon the earliest of: (a) your submission of an order/subscription; (b) your accepting the terms and conditions electronically during the ordering process; or (c) your use of the Service (as defined herein). This Agreement includes the terms set forth herein, the Acceptable Use Policy, the Privacy Policy, and all other materials specifically referenced in this Agreement, all of which are incorporated by reference herein. This Agreement sets forth the terms and conditions under which you agree to use the Service.

1. ACCEPTANCE OF AGREEMENT. Use of the CanDo I.T.'s services and the access of your Internet account by you as a CanDo I.T. customer and/or an individual constitutes acceptance of this Agreement in full. This Agreement is effective when you first use the CanDo I.T.'s services, including but not limited to access to the Internet, and continues until service terminated by either party. If this Agreement is terminated by either party, you are still responsible for any charges on your account.

2. If you are a broadband customer, the CanDo I.T. will provide you with dedicated broadband access to the Internet, subject to the terms and conditions set forth herein (the "Service"). Although pre-qualification provides a good measure of certainty regarding service availability, it is not a guarantee of service. We recommend waiting until service is installed and tested for a

few weeks before assuming that service will be available and of good quality.

3. Service is provided in conjunction with an underlying circuit provider, which may be your local phone provider. The circuit provider retains the right to cancel the service before or after installation at its sole discretion at any time. The application of certain terms herein vary depending on whether the phone line or circuit for a Subscriber is provided by Bell Canada, Rogers ,Cogeco or another circuit provider. CanDo I.T. breaks out each phone line or circuit for a Subscriber by Networks.

4. SUBSCRIBER INFORMATION. You acknowledge that you are eighteen (18) years of age or older, and you agree that you have the legal authority to enter into this Agreement and affirm that the information you supply to us is correct and complete. You understand that CanDo I.T. relies on the information you supply and that providing false or incorrect information may result in additional fees, service delays or the suspension or termination of your Service. You agree to promptly notify CanDo I.T. whenever your personal or billing information changes, including without limitation, your name, address, telephone number, and credit card number and expiration date, if applicable. You agree that your username and password and changes to both of these items are your responsibility.

5. GENERAL PRICING AND FEES. CanDo I.T.'s prices are shown in the Pricing Schedule and you will be charged based on the plan and options you select during the ordering process. A Subscriber who selects a "Month to Month" plan (a "Monthly Subscriber") will pay the monthly price(s) listed on the Pricing Schedule corresponding to the plan and options chosen by such Monthly Subscriber at the time of order. However, such monthly prices are subject at any time to increase to CanDo I.T.'s then current prices.

Subscriber who selects a "1 Year Contract" plan (an "Annual Subscriber") will pay the monthly price(s) listed on the Pricing Schedule corresponding to the plan and options chosen by such Annual Subscriber at the time of order. Such monthly prices for Annual Subscribers are guaranteed for the initial twelve (12) month Term. Following the initial twelve (12) month Term, an Annual Subscriber will automatically become a Monthly Subscriber and will pay CanDo I.T.'s then current prices, subject to increase as described above, unless such Subscriber registers for a new "1 Year Contract" plan at such time, to the extent available. An Annual Subscriber may upgrade or downgrade their Service to a different speed plan during their initial (12) month Term. Any such Annual Subscriber so upgrading or downgrading may, at the time of upgrade or downgrade, in which case such Subscriber shall continue to be subject to all of the terms and conditions of this Agreement for the remainder of such Subscriber's initial twelve (12) month Term and following such initial Term, such Subscriber will automatically become a Monthly Subscriber and will pay CanDo I.T.'s then current prices, subject to increase as described above.

In addition to regular fees set forth in the Pricing Schedule, you agree to pay all other charges, including but not limited to applicable taxes, network usage and surcharges, including charges

imposed against CanDo I.T. by third party providers that it passes on to you. The taxes and surcharges may vary on a monthly basis; any variations will be reflected in your monthly charge. When possible, CanDo I.T. will break out such charges on the monthly invoice.

You may change your plan at any time. A downgrade/upgrade fee may apply.

Promotional packages are only available to first time CanDo I.T. subscribers.

6. SETUP AND ACTIVATION FEES. Upon entering into this Agreement, a non-refundable setup fee may apply to all Monthly Subscribers. Fees vary based on subscribed services. Upon entering into this Agreement, a non-refundable activation fee may be charged to Subscribers. Fees vary based on subscribed services.

7. PAYMENT, LATE FEES AND OTHER CHARGES. There is no money back guarantee for any Services unless specified in writing. Unless otherwise stated in the Pricing Schedule, CanDo I.T. will invoice the Subscriber monthly. CanDo I.T. bills for services in advance. Subscribers agree to pay within fifteen (15) days from receipt of an invoice. If a Subscriber does not pay an invoice within such fifteen (15) day period, CanDo I.T. may deny, discontinue or otherwise suspend such Subscriber's Service until full payment is received. Subscribers are responsible for paying monthly subscription fees while Services are suspended due to non-payment. Subscribers are responsible for any disputed charges beyond sixty (60) days from the date of the charge.

Any account which goes into collection status will be transferred to a third-party collection agency and will incur a 35.0% processing fee and all other applicable fees and charges, which the Subscriber agrees to pay.

Subscribers must pay a twenty-five dollar (\$25.00) service charge on all returned checks and Echecks (ACH). Subscribers might incur a twenty-five dollar (\$25.00) service charge on disputed credit card charges and credit card chargebacks.

8. ACCOUNT BILLING. All billing statements will be sent via e-mail. All credit cards will be charged automatically for each billing period. If you dispute a valid credit card charge levied by the CanDo I.T., your account with the CanDo I.T. will be immediately disabled and you might be charged a twenty-five dollar (\$25.00) service charge.

All billing disputes should be directed to the Billing Department. Any billing disputes done through a financial institution can result in the immediate cancellation of the Internet account for which the funds have been withdrawn and a twenty-five dollar (\$25.00) chargeback fee for

each dispute may be applied. A twenty-five dollar (\$25.00) return payment fee will be assessed on all returned payments (checks, Echecks or ACH).

The subscriber is responsible for the accuracy of the financial institution information provided and to ensure that there are sufficient funds to cover the amount charged by the CanDo I.T.. Under no circumstances will the CanDo I.T. be held liable for fees incurred by the subscriber's financial institution. Service will be suspended, and ultimately cancelled, if proper payment is not made. To reinstate an account cancelled for a billing dispute, all disputed charges must be repaid and any applicable chargeback fees must be paid.

**9. RATE CHANGES.** CanDo I.T. reserves the right to change its rates and otherwise modify the terms and conditions of this Agreement at any time by notifying you 30 days in advance of the effective date of such changes. In the event that you wish to terminate your account due to a price increase, you, the customer, will have 10 days from the date of notification of the effective increase to contact CanDo I.T. to request to terminate services. Otherwise, the existing service will be billed at the new rate. This Agreement hereby super-cedes all previous representations, understanding, or agreements, written or oral, by or between you and the CanDo I.T., and shall prevail notwithstanding any variance with terms and conditions of any and all orders submitted.

**10. SERVICE UPGRADES.** If a subscriber to CanDo I.T.'s service upgrades, pursuant to their agreement with CanDo I.T. covering such services, the Subscriber is entitled to a credit equal to their remaining unused prepaid fees toward the new service, upon entering into this Agreement, the Subscriber can apply Credit toward their Service fees. However, the credit can only be used as a credit against their Service fees under this Agreement and the Subscriber will not receive a refund of any unused portion of their credit not applied toward their Service fees.

**11. EQUIPMENT.** Modems / Routers are available for purchase or lease via the CanDo I.T.. End users can provide their own modem, but CanDo I.T. will be unable to provide any technical support for end user provided modems. In addition, the CanDo I.T. cannot guarantee that an end user provided modem will work with the CanDo I.T.'s service.

Upon cancelling the Service with the CanDo I.T., Subscribers who have opted to lease/rent a modem from the CanDo I.T. are required to return the leased modem within thirty (30) days of notifying the CanDo I.T. of their wish to cancel. Any leased/rented modem that is not returned to the CanDo I.T. within thirty (30) days will incur a equipment surcharge, nonreturned modem

fee to the Subscriber for the purchase cost of the modem. Failure to these fees will result in the transfer of the account to a third-party collection agency.

The return of the leased modem to the CanDo I.T. is at the cost of the Subscriber only. The CanDo I.T. is not responsible for providing any return shipping boxes or labels, nor is the CanDo I.T. responsible for crediting or refunding the Subscriber any monies paid for mailing or shipping the leased modem. Subscribers who do not ship or mail the leased modem back to the CanDo I.T. in a manner that will provide them with a Tracking Number or Shipping Number from their chosen shipping CanDo I.T. (Postal Service, UPS, DHL, etc.) are solely responsible for the full purchase cost of the modem if CanDo I.T. does not receive the package.

12. SOFTWARE. In connection with our provision of the Service, we may provide to you, via download, CD, other media, or other delivery method, the use of certain software which is owned by CanDo I.T. or third party licensors, circuit providers, and suppliers, and which may be provided free or for a fee, including client and/or network security software (the "Software"). We reserve the right to update or change the Software from time to time and you agree to cooperate in performing such steps as may be necessary to install any updates or upgrades to the Software. You may use the Software only as part of or for use with the Service and for no other purpose. The Software may be accompanied by an end user license agreement from CanDo I.T. or a third party. Your use of the Software is governed by the terms of that license agreement and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes an end user license agreement unless you first agree to the terms and conditions of the end user license agreement.

13. TERM. This Agreement is effective as provided above and shall continue until terminated by Subscriber or CanDo I.T. pursuant to this Agreement. Each Monthly Subscriber is on automatically renewing monthly terms beginning on the first day of the customer billing cycle. The billing cycle is defined as the date when the customer first signed up for service. . An Annual Subscriber is on a twelve (12) month term beginning on the day such Subscriber accepts the terms of this Agreement as provided above. Following the initial twelve (12) month Term, an Annual Subscriber will automatically become a Monthly Subscriber.

14. TERMINATION BY SUBSCRIBER. Subscriber may terminate this Agreement at any time for any reason by providing CanDo I.T. with notice in the form of a written termination request as determined by the CanDo I.T., and paying all fees and other charges accrued or otherwise payable under the terms of this Agreement. Such period begins on the date on which CanDo I.T.

receives Subscriber's request, or other valid written termination request. A Monthly Subscriber's termination will be effective on either (a) the last day of the current monthly billing cycle, or (b) after the receipt of the phone or valid written termination request. An Annual Subscriber's termination, if received by CanDo I.T. at least prior to the end of their twelve (12) month term, will be effective at the end of such twelve (12) month term, unless such Annual Subscriber requests an earlier date. Notwithstanding the foregoing provisions of this section 10, if CanDo I.T. receives a phone or valid written termination request from a Subscriber, CanDo I.T. may, in its sole discretion, terminate this Agreement on a date earlier than the date otherwise prescribed by this section 10. If this Agreement is terminated prior to the end of an Annual Subscriber's twelve (12) month term, such Annual Subscriber must pay, in addition to all fees and other charges accrued or otherwise payable under the terms of this Agreement, an early termination fee in the amount of two hundred and fifty dollars (\$250.00) ("Early Termination Fee"). An exception to this are subscribers who have subscribed to CanDo I.T, these will be subject to a \$100.00 Early Termination Fee. EastLink subscribers are subject to a \$50.00 Early Termination Fee. In the event an Annual Subscriber terminates this Agreement prior to the end of their twelve (12) month term because of a service-related problem not caused by the Subscriber that CanDo I.T. has failed to cure after what CanDo I.T. determines in its sole discretion to be a reasonable amount of time based on the circumstances, the Subscriber is entitled to a waiver of the Early Termination Fee. For such waiver to apply the reason for the waiver stated above must have occurred before termination and the Subscriber must report such reason for termination to CanDo I.T. in its valid written termination request. CanDo I.T. must in turn be given the opportunity to resolve the problem and the Subscriber must be willing to troubleshoot with CanDo I.T. as well as be available for and authorize the dispatch of a network CanDo I.T. technician. CanDo I.T. does not monitor Subscriber accounts for activity, and absence of activity or cancellation of a Subscriber's telephone number will never constitute a termination request.

A written termination request is valid only if it includes your full name, phone number (if applicable), username, date you wish the service to be cancelled and the reason for canceling and is submitted using one of the following methods:

1. Via email at [accounting@mycando.ca](mailto:accounting@mycando.ca) 2. Via mail to: Attn: Cancellation Department 113 Richmond Blvd, Unit 6 Napanee ON K7R 3Z8 3.) Via phone: 613-354-2056 - Accounting department

Written termination requests via E-mail to the CanDo I.T. will not be considered valid unless otherwise determined by the CanDo I.T..

15. TERMINATION BY CanDo I.T.. If, in CanDo I.T.'s sole discretion, (a) a Subscriber is in breach of any of the terms of this Agreement (including but not limited to the Acceptable Use Policy); (b) a Subscriber's use of the Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction to the Service, CanDo I.T.'s servers or other equipment, or the use and enjoyment of other users; (c) a Subscriber acts in an abusive or menacing manner when dealing with CanDo I.T.'s technical support staff, customer service staff or any other CanDo I.T. employees or representatives; (d) CanDo I.T. receives an order from a court to terminate a Subscriber's Service; or (e) CanDo I.T. for any reason ceases to offer the Service, then CanDo I.T. at its sole election may terminate or suspend such Subscriber's Service immediately without notice. For a termination in accordance with this paragraph, Subscriber remains liable for all unpaid fees and other charges accrued or otherwise payable under the terms of this Agreement, including without limitation the Early Termination Fee and equipment charges set forth herein, if applicable.

In addition any Internet activity, which references back to the CanDo I.T. or its services in a damaging manner, will result in suspension or termination of account(s). Illegal Internet activity using or referencing to the CanDo I.T. or an account or services provided by the CanDo I.T. will result in immediate termination, possible prosecution, and assessment of legal fees accrued.

16. TERMINATED SUBSCRIBER. CanDo I.T., in its sole discretion may refuse to accept a Subscriber's application for renewal following a termination or suspension of such Subscriber's use of the Service. If a Subscriber's Service is terminated for any reason, such Subscriber, upon approval by CanDo I.T., may enter into a new Agreement and must pay a new setup or activation fee as provided above. Upon the termination of a Subscriber's use of the Service, CanDo I.T. has the right to immediately delete all data, files and other information stored in or for the Subscriber's account without further notice to the Subscriber.

In addition there is no discount for the CanDo I.T. to forward your email or website, if you choose to terminate your account with the CanDo I.T.. For this reason, it is recommended that you continue your account with the CanDo I.T. for as long as necessary for forwarding purposes. As long as the CanDo I.T. forwards your email or website, you will need to continue your account with the CanDo I.T..

17. SPEED OF SERVICE. Speed rate for subscribers depends upon the DSL Subscriber's plan and line capabilities (e.g., loop length, line condition, gauge of copper wire and Phone CanDo I.T.

provisioning, location from central office, etc.). The maximum speed for is stated under optimal conditions and may vary significantly. Speeds are subject to a 20% overhead (e.g., 768k stated speed = 768k times 80% throughput = 614k actual speed). Minimum speeds are offered for an a Subscriber and are based on the package's listed minimum speed minus 20% overhead (e.g., 384-1500k/128-256k stated speed = 384k times 80% throughput = 307k actual speed.) Actual speeds that fit the 80% of the minimum throughput criteria are considered acceptable. All Services are provided on an AS IS basis and throughput speeds are not guaranteed.

18. EASY ISP CHANGE. Completing the signup form to terminate DSL service with your current Internet service CanDo I.T. and further authorizes your previous provider to establish service with CanDo I.T.. Opting to use the ISP change process will reduce or eliminate the amount of downtime that you may experience when switching from your current Internet service provider. to CanDo I.T.. Most Subscribers experience less than twenty four (24) hours of downtime during this process but overall downtime can be between zero (0) and four (10) business days. You are responsible, and you hold CanDo I.T. harmless, for any and all early termination, cancellation or other fees, charges or obligations resulting from your change of Internet service to CanDo I.T..

19. INSTALLATION. Unless otherwise requested by the Subscriber, the first available installation date will be provided. Any installation date provided to a Subscriber is only an estimate and is no way a guaranteed installation date. Subscribers understand and agree that there may be circumstances that delay a Subscribers estimated installation date and any such delay will not be considered a breach of this Agreement by CanDo I.T.. Payment for your initial month's service (and if applicable: setup fees, installation fees, and equipment) must be received prior to your turn-on date in order for your setup instructions and IP information to be released to you. If your payment is not received by your turn-on date, you will be responsible for the service fees even though your IP and setup information has not been provided to you. A Subscriber's computer must be equipped with an Ethernet Network Interface (NIC) card for proper internet operation. CanDo I.T. does not include a PCI NIC card as part of the modem package.

20. SELF-INSTALLATION. Self-installation allows the Subscriber to install their equipment. This option provides service to the minimum point of entry ("MPOE") of your phone service. Your MPOE is normally located outside your building. Inside wiring and inside wiring repair is not included with this option. If inside wiring or inside wiring repair is required, you must contract with your circuit provider, CanDo I.T. or other professional for such work at your own cost. Faulty inside wiring is not grounds for cancellation of your contract. Multi-line phones, phone systems, alarm system or special phone configuration may require a professional installation or special multi-line phone filters. CanDo I.T. does not provide nor is responsible for any special equipment including but not limited to a POTS splitter or multi-line phone filters. A required



professional installation, need for special equipment in order to establish a connection or an incompatible phone line or phone system is not grounds for cancellation of your contract

21. PROFESSIONAL INSTALLATION. Subscribers may request a Professional Installation for a one-time fee , based on service type.

22. SUBSCRIBER SUPPLIED MODEM. If a Subscriber supplies their own modem, the Subscriber assumes the risk of service incompatibility. Incompatible Subscriber modems or other Subscriber equipment shall not relieve Subscribers from any of their obligations under this Agreement while troubleshooting defective or incompatible equipment even if Subscriber's Service is down during such periods of troubleshooting.

23. DIAL-UP SERVICE. DSL Service from CanDo I.T. does not include dial-up access. A Subscriber can add dial-up service for access to the Internet for an additional fee. Standalone dial-up access is also available. The CanDo I.T. shall not be responsible for any long distance charges incurred while using its Internet Service. Each customer is responsible for choosing a dial-up number that is designated as a local call. If a local number is not available, or if the customer chooses an incorrect number that is not designated as a local call, the CanDo I.T. shall in no event be liable for any long distance charges billed to the customer.

24. LIMITATIONS OF DIAL-UP SERVICE. If you have not purchased dedicated services, you are not permitted to use your dial-up account to continually connect to the Internet for web/ftp/mail or other services. Unlimited accounts are not dedicated accounts and do not provide for fixed connectivity of unlimited duration. The CanDo I.T. reserves the right to disconnect users who are idle or have been connected for an exorbitant amount of time (approximately in excess of 250 hours per month, the general industry standard for determining abuse, or an excessive use per day exceeding a normal work day). The CanDo I.T. has implemented an abuse prevention program and has the discretion to apply network management techniques, idle timers, maximum concurrent connect timers, and other management tools to monitor and disconnect any user who abuses the policy and remains connected for excessive periods through implementing improper techniques or otherwise violating the CanDo I.T.'s policies. These parameters may be changed at any time at the CanDo I.T.'s discretion. If you require a dedicated connection, you should notify the CanDo I.T., which may offer a dedicated connection in your area.

The modems utilized by the CanDo I.T. to provide Dial-up Services are engineered for speeds up to 56k flex connectivity. However, the CanDo I.T. cannot guarantee a 56k connection if telephone CanDo I.T. facilities or your modem are unable to support this connection speed.

25. VIRTUAL DOMAINS. You acknowledge that the registration of a domain name confers no legal right (including any trademark right) to that name, as set forth in InterNIC regulations or similar regulations. Any domain name associated with a closed account for which no alternative name service has been arranged will be unregistered.

26. SUBSCRIBER PREMISE EQUIPMENT. The PPPoE connection will allow one computer to use your DSL connection. Static IP accounts include a bridge which can be used ahead of one computer or router provided by you. CanDo I.T. does not provide support for router(s). All packages include basic instructions and support.

27. TECHNICAL SUPPORT. CanDo I.T. assumes that the Subscriber has a basic understanding of their computer. CanDo I.T. will not train you in basic computer skills (e.g., deleting files or creating directories). Technical support is intended to facilitate the setup of your properly functioning computer system for access to our services. Your computer must recognize your modem or network card, and receive a dial tone or network link connectivity before any technical support will be dispensed. Our technical support staff is not trained to, has no obligation to and will not assist you in installing and/or troubleshooting network cards, routers, complex network configurations or telephone lines, neither will they provide any technical assistance or support for any third party Software. CanDo I.T. is not responsible for connection problems due to a computer that is infected with viruses, spyware or malware. It is the Subscriber's responsibility to initiate and be available for technical support during CanDo I.T.'s hours of operation. If a Subscriber wishes to utilize CanDo I.T.'s technical support, the Subscriber must be available to help troubleshoot the connection or computer setup. CanDo I.T. does not provide on-site technical support. However phone CanDo I.T. technicians may be dispatched to troubleshoot the circuit with a Subscriber's approval. The Subscriber is solely responsible for all charges involved with dispatching a technician to troubleshoot their line. The pricing for dispatching a technician will be determined by the infrastructure. CanDo I.T. does not have control over these prices. Subscriber understands and agrees that any such technician or other person dispatched to troubleshoot Subscriber's line is not an employee or agent of CanDo I.T. and CanDo I.T. is not liable for any damages, costs or expenses relating to or arising from any acts, errors or omissions by any such technician or other person.

28. COMPLIMENTARY SERVICES. News Server , personal web space, pop up stopper and online virus scan are complimentary services and carry no uptime or throughput guarantees and minimal technical support. The News server is subject to change at anytime.

29. ANTI-SPAM AND ANTI-VIRUS FILTERS. The anti-spam and anti-virus filters are services available for Subscribers. CanDo I.T. is not responsible for any email messages, legitimate or not, that are filtered or deleted by the SPAM filtering software. CanDo I.T. is not responsible for any email messages, legitimate or not, that are filtered or deleted by the filtering software. CanDo I.T. is not responsible for any email messages, legitimate or not, that are not filtered or deleted by the anti-phishing filtering software.

30. MAINTAINING CURRENT TELEPHONE SERVICE. DSL service shares the Subscriber's current telephone line and service. It is the Subscriber's sole responsibility to maintain the phone line and phone number of original installation in continuous working order with the local phone CanDo I.T. in order to receive the Services. A Subscriber who disconnects telephone service remains responsible for monthly service fees, Early Termination Fees and all other fees, charges and other obligations provided for in this Agreement. This includes but is not limited to change of phone number, change of phone line or change of service location. A change in phone service will result in downtime while service is reestablished.

31. IP ADDRESSES. Each Subscriber is allowed one (1) computer device per IP address. Upon expiration, cancellation or termination of this Agreement, a Subscriber must relinquish any IP addresses or address blocks assigned to them by CanDo I.T. . CanDo I.T. may choose to assign any Subscriber a new IP address at any time.

32. ACCEPTABLE USE. Subscriber agrees to use the DSL Service in accordance with CanDo I.T.'s acceptable use policy ("Acceptable Use Policy") . CanDo I.T. reserves the right to make changes to the Acceptable Use Policy without notice.

33. PRIVACY POLICY. will treat each Subscriber's personal information in accordance with our privacy policy ("Privacy Policy"). Subscriber agrees to the terms of the Privacy Policy. CanDo I.T. reserves the right to make changes to the Privacy Policy without notice.

35. SENDING OUT BULK OR UNSOLICITED EMAIL. The use of your account to send out any bulk

and/or unsolicited e-mail, commercial or otherwise (spamming), is strictly prohibited. Any violation of this policy may result in the immediate termination of your account, at the sole discretion of the CanDo I.T.. If you violate this spamming policy, you will be assessed the following fines and penalties, which you hereby agree to pay:

35(a). First offense: \$100.0

35(b). Second offense: \$500.00

35(c). Third offense: \$500.00 and automatic termination of your account.

35. POSTING ON NEWSGROUPS. The posting of any advertisement or other commercial solicitation to any newsgroup is prohibited. The CanDo I.T. reserves the right to determine whether a post constitutes an advertisement or commercial solicitation. The posting of a single article or substantially similar articles to an excessive number of newsgroups or mailing lists, or continued posting of articles that are off-topic is strictly prohibited. A posting will be considered off-topic when it provokes complaints from the regular readers of the newsgroup or is deemed so by the CanDo I.T.. A violation of this policy will result in the immediate termination of your account.

36. MISREPRESENTATION. Impersonating another user or otherwise falsifying one's user name in e-mail or any post to any newsgroup or mailing list is strictly prohibited.

37. ADDITIONAL SPAMMING FEES. In addition to any other fees and penalties that may be assessed by the CanDo I.T., as provided herein, you shall be held liable for any and all costs incurred by the CanDo I.T. as a result of your violation of any terms and conditions of this Agreement. This includes, but is not limited to, attorneys' fees and costs resulting from Postmaster responses to complaints from and the cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations. The current hourly rate for Postmaster responses to complaints and cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations is US \$100 per hour, with a minimum one (1) hour charge, plus US \$1 for each bulk-email or Usenet message sent, plus US \$1 per complaint received. These rates are subject to change at any time without notification.

38. ADVERTISING As a subscriber to the CanDo I.T.'s services, you are not permitted to use your Internet connection to sell or advertise goods or services. This is only permitted to those who

have purchased a business account or a virtual server.

39. RESALE OF SERVICES. You are not permitted to resell or redistribute the Internet connection to other parties.

40. WARRANTIES AND LIMITATIONS OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE, EQUIPMENT AND SOFTWARE SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY SOFTWARE OR EQUIPMENT PROVIDED BY CanDo I.T. (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH SOFTWARE OR EQUIPMENT). CanDo I.T. (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), ITS THIRD PARTY LICENSORS, CanDo I.T.S AND SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES FOR THE SERVICE, SOFTWARE AND EQUIPMENT WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. NO ADVICE OR INFORMATION GIVEN BY CanDo I.T. OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. USE OF CanDo I.T. TECHNICAL SUPPORT IS AT YOUR OWN RISK AND IS NOT WARRANTED.

CanDo I.T. DOES NOT WARRANTY OR GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF CanDo I.T. HAS ACCEPTED YOUR ORDER FOR DSL SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO CIRCUIT AVAILABILITY AND OTHER FACTORS, INCLUDING WITHOUT LIMITATION, LOOP LENGTH, THE CONDITION OF YOUR TELEPHONE LINE AND WIRING INSIDE YOUR LOCATION, AND YOUR COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR CanDo I.T. SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY CanDo I.T. -PROVIDED EQUIPMENT, PURSUANT TO THE TERMS OF THIS AGREEMENT).

ALL SERVICES ARE PROVIDED AS IS AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND UNLESS REQUIRED BY APPLICABLE LAW. CanDo I.T. SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY

CanDo I.T. DOES NOT WARRANT THAT THE SERVICE, SOFTWARE OR EQUIPMENT PROVIDED BY CanDo I.T. WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, OR THE LIKE. CanDo I.T. SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. CanDo I.T. MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED USING THE SERVICE, THE SOFTWARE, THE EQUIPMENT OR THE INTERNET. CanDo I.T. MAKES NO WARRANTY REGARDING THE CONTENT AND INFORMATION ACCESSED BY USING THE SERVICE, THE SOFTWARE, THE EQUIPMENT OR ANY LINKS DISPLAYED.

YOU EXPRESSLY ASSUME ALL RISK AND RESPONSIBILITY FOR USE OF THE SERVICE, THE SOFTWARE, THE EQUIPMENT AND THE INTERNET GENERALLY. YOU AGREE TO USE ALL SERVICES AT YOUR OWN RISK. YOU AGREE NOT TO USE THE SERVICE, THE SOFTWARE OR THE EQUIPMENT IN ANY HIGH RISK ACTIVITIES WHERE DAMAGE OR INJURY TO PERSON, PROPERTY, ENVIRONMENT, OR BUSINESS MAY RESULT IF AN ERROR OCCURS.

IN NO EVENT SHALL CanDo I.T. (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, OR AFFILIATES), ITS THIRD PARTY LICENSORS, CanDo I.T.'S OR SUPPLIERS BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, THE SOFTWARE OR THE EQUIPMENT, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF CanDo I.T. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY. IF THIS WAIVER AND RELEASE IS NOT GIVEN FULL EFFECT, THEN THE TOTAL AMOUNT OF ANY LIABILITY OF THE CanDo I.T. SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY YOU FOR THE SERVICES (EXCLUDING AMOUNTS PAID FOR OTHER GOODS OR SERVICES PROVIDED BY THE CanDo I.T. OR ITS AFFILIATES) FOR THE ONE MONTH PRECEDING THE CanDo I.T.'S RECEIPT OF WRITTEN NOTICE OF YOUR CLAIM.

ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION 29 ALSO APPLY TO CanDo I.T.'S THIRD PARTY LICENSORS, CanDo I.T.'S AND SUPPLIERS AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.

ANY RIGHTS OR LIMITS STATED HEREIN ARE THE MAXIMUM FOR WHICH CanDo I.T. (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), CanDo I.T.'S THIRD PARTY LICENSORS, CanDo I.T.S AND SUPPLIERS ARE COLLECTIVELY RESPONSIBLE.

THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

CanDo I.T. RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST YOU PERTAINING TO YOUR USE OR MISUSE OF THE SERVICE, THE SOFTWARE OR THE EQUIPMENT, OR FOR YOUR BREACH OF THE AGREEMENT (INCLUDING ANY POLICIES RELATING TO THE SERVICE.)

WITHOUT (A) INCREASING ANY OF THE LIABILITIES OR OTHER OBLIGATIONS CanDo I.T. (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES OR AFFILIATES), ITS THIRD PARTY LICENSORS, CanDo I.T.S OR SUPPLIERS ARE OTHERWISE SUBJECT TO PURSUANT TO THIS AGREEMENT OR SUBJECTING CanDo I.T. (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES OR AFFILIATES), ITS THIRD PARTY LICENSORS, CanDo I.T.S OR SUPPLIERS TO ANY ADDITIONAL LIABILITIES OR OTHER OBLIGATIONS OR (B) INCREASING ANY OF THE RIGHTS YOU ARE OTHERWISE ENTITLED TO PURSUANT TO THIS AGREEMENT OR PROVIDING YOU WITH ANY ADDITIONAL RIGHTS, THE MAXIMUM AGGREGATE LIABILITY OF CanDo I.T. (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, CanDo I.T.S AND SUPPLIERS FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE UNUSED PORTION OF YOUR PREPAID FEES, IF ANY.

41. LINKS. CanDo I.T. or third parties may provide links to websites other than [www.mycando.ca](http://www.mycando.ca) or other resources. Because CanDo I.T. has no control over such websites and resources, you acknowledge and agree that CanDo I.T. is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that CanDo I.T. will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website or resource.

42. INDEMNIFICATION. You agree to protect, defend, indemnify and hold harmless CanDo I.T. from and against all liabilities, losses, costs and expenses, including reasonable attorney's fees, related to or arising from: (a) any violation or breach of applicable laws, regulations or this Agreement by you (or any parties who use your account, with or without your permission, to access the Service); (b) the use of the Service, the Software, the Equipment or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you (or any parties who use your account, with or without your permission, to access the Service); (c) negligent acts, errors, or omissions by you (or any parties who use your account, with or without your permission, to access the Service); (d) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the active negligence or willful misconduct of the other party; or (e) claims for libel, unfair competition, unfair trademarks, trade names or patents, violations of rights of privacy and infringement of any intellectual property rights arising from your use of the Service, the Software, the Equipment or the Internet.

44. REVISIONS. CanDo I.T. may revise the terms and conditions of this Agreement from time to time (including any of the policies which may be applicable to usage of the Service) by posting such revisions to our website [www.mycando.ca](http://www.mycando.ca). Subscribers agree to visit this page and the links thereon periodically to be aware of and review any such revisions. Increases to the monthly price of the Service for Monthly Subscribers shall be effective beginning with the calendar month following the calendar month in which such increases are posted. Revisions to any other terms and conditions shall be effective upon posting. By continuing to use the Service after revisions are in effect, a Subscriber accepts and agrees to the revisions and to abide by them. Any Subscriber who does not agree to the revision(s) must terminate their Service immediately.

44. ASSIGNMENT. You agree not to assign or otherwise transfer, this Agreement in whole or in part, including the Software or your rights or obligations under it. Any attempt to do so shall be void. CanDo I.T. may assign all or any part of this Agreement without notice and you agree to make all subsequent payments as directed.

45. CHOICE OF LAW. You agree that this service is governed by the Laws of the State/Province in which the CanDo I.T. resides. You agree that the County in which the CanDo I.T. is located shall be the forum for any legal action relating to the services provided.



46. COMPLIANCE. CanDo I.T.'s failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

47. POLICY ENFORCEMENT. The CanDo I.T. reserves the right to take whatever actions we deem appropriate to enforce these policies. The CanDo I.T. also reserves the right to change these policies without prior notice at any time. The actions the CanDo I.T. takes may include account suspension or termination. The CanDo I.T. does not issue any credits for accounts cancelled due to policy violations. The CanDo I.T. reserves the right to refuse service to anyone at anytime for any reason.

48. THINGS BEYOND CanDo I.T.'S CONTROL. CanDo I.T. will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, of other things we do not control, or an inability to obtain necessary equipment or services.

49. ENTIRE AGREEMENT. This Agreement, including all policies posted on CanDo I.T.'s website, which are fully incorporated into this Agreement by reference, constitutes the entire agreement between you and CanDo I.T. with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. Any changes by you to this Agreement, or any additional or different terms in your purchase orders, acknowledgements or other documents, written or electronic, are void.

50. NOTICE. Notices by CanDo I.T. to you shall be deemed given: (a) when sent to your CanDo I.T. email address, (b) when deposited in the mail addressed to you at the address you have specified in your account options or (c) when hand delivered to your home, as applicable.

51. SURVIVAL. All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination, cancellation or expiration of this Agreement, including without limitation, those provisions relating to Warranties and Limitation of Liability and Indemnification, shall survive such termination, cancellation or expiration.

52. DEFINITION OF CanDo I.T.. As used in this Customer Use Agreement, the term the "CanDo I.T." refers to CanDo Information Technology.

53. COPYRIGHT INFRINGEMENT. We respect the intellectual property of others. If you believe that your work has been copied and is accessible on this website in a way that constitutes copyright infringement, please contact customer support and report possible copyright infringement.