

UNITE COMMUNICATIONS CORPORATION TERMS AND CONDITIONS

The following are Unite Communication Corporations Terms and Conditions. Unite Communications Corporation shall be hereinafter referred to as "Unite" and the party whose name appears on the Unite invoice shall be hereinafter referred to as the "Customer" on the following terms and conditions.

1. Term (a) This contract shall come into force on the 10th day after Unite activates Customer's Unite service. Unite Service, shall continue in effect monthly unless terminated as provided herein. "One month" designates a period of thirty (30) consecutive days.

(b) Upon expiration of the initial term, this contract shall automatically renew on a month-to-month basis if not terminated as provided in paragraph 7, below.

2. Service (a) Unite shall provide the service of Voice Messaging and related services

(b) The Customer shall not use the service for purposes contrary to the law, to annoy other persons or in such a way as to interfere with the service provided by Unite to other subscribers.

(c) The Customer agrees to abide by all the rules relating to the use of the service supplied or adopted occasionally by Unite and rendered to the Customer in keeping with the service provided.

3. DID Number The Customer shall be assigned direct inward dialing numbers ("DID" Number) which can also be used as an access number. UNITE may change such numbers, provided it has reasonable grounds for doing so and has given reasonable advance written notice to you, stating the reason for, and anticipated date of, the change. In cases of emergency, oral notice with subsequent written confirmation is sufficient.

4. Charges (a) The Customer shall be responsible for the payment of the following charges during the term of this Agreement.

- (i) Unite monthly charges;
- (ii) Unite charges for optional functions and service set up and or port fees
- (iii) All applicable taxes on the service supplied or the charges payable under the terms of this Agreement.
- (iv) Any and all charges associated with the collection of past due amounts

(b) Unite may request that the Customer provide a deposit in an amount which Unite deems reasonable in the circumstances. Unite reserves the right to apply the deposit against any unpaid amounts or termination fees

(c) All fees are due and payable on the first day of each month. All overdue accounts shall be subject to a late payment charge of twenty eight percent (28%) per annum, two and one thirds percent (2.33%) per month on the unpaid balance, with a set minimum late fee of \$5 per month.

(d) Unite may, on thirty (30) days' written notice, increase the fees and/or alter the terms and conditions.

5. Ownership: Equipment which may be leased under this Agreement shall at all times remain property of Unite and the Customer shall have no right, title or interest in the equipment. It is expressly understood and agreed that any DID numbers remain the property of Unite at all times. DIDs ported in may be ported away by the Subscriber as long as the client is not in Default as per Section 6. Portable DIDs assigned by Unite are fully portable after the sixth (6th) month of service provided the account is not in default as per Section 6.

6. Default: The occurrence of any of the following events shall constitute default under this agreement:

- (a) The Customer has not made financial arrangements satisfactory to Unite for the purchase of the equipment or amounts; or,
- (b) The financial condition of the Customer at any time does not justify continuance of service; or,
- (c) The Customer neglects or fails to perform or to observe any of his obligations hereunder; or,
- (d) An assignment for the benefit of creditors has been made by the Customer or a Receiver has been appointed for the Customer or the Customer has committed any act of bankruptcy; or,
- (e) The Customer does not pay the billed amounts due hereunder following a demand by Unite for such payments; or,
- (f) Any misrepresentation made by the Customer in this Agreement or on an application to become a Customer; or,
- (g) The Customer uses the service to interfere with the service supplied by Unite to other subscribers.
- (h) In the event of a default under any of paragraphs (a) to (g), Unite, in its sole discretion and without notice, may: (1) terminate this Agreement or suspend service to the Customer in full or part and immediately bill the Customer for any unpaid fees incurred as of the date of termination or suspension of service; (2) Cause any telephone lines answered by UNITE to give an "out of service" announcement; (3) enter the premises where any equipment is kept and remove and repossess the equipment in which event the Customer shall lose any rights he might have over the equipment thus repossessed; (4) demand payment of all charges due at such time.

(i) The Customer shall be responsible for all expenses incurred by Unite while pursuing any recourse available to it including the costs of repossession and repair of any equipment as well as legal, and or administration fees

7. Termination: This Agreement may be terminated at any time by either party giving one full billing cycle written notice to the other. Porting out DIDs does not constitute proper cancellation, and one full billing cycle written notice must still be provided by the customer even if DIDs have been ported out to another carrier

8. Limitation of Liability: (a) Except as otherwise provided herein, Unite makes no warranties or representations, express or implied, by operation of law or otherwise with respect to supply of service or functioning of the equipment. Unite expressly disclaims any warranty of merchantability or fitness for a particular purpose. The Customer acknowledges that Unite and its suppliers of service are not insurers and Unite does not guarantee an uninterrupted supply of service or functioning of the equipment. Unite liability to the customer for damages from any cause whatsoever and regardless of the form of action shall be limited to the cost of one month's service.

(b) Unite shall not be liable for special, incidental, consequential or indirect damages arising out of the use, performance or furnishing of equipment or service hereunder including but not limited to loss, damage or expense due to maintenance, equipment failure, eventual repairs, servicing or adjustments, including any delay, suspension of service, loss of use or business loss.

(c) Unite does not guarantee an uninterrupted supply of service or functioning of the equipment and shall not be held responsible for any damage resulting from errors, omissions, interruptions, delays transmission errors, transmission failures, equipment breakdown or breakage or any other cause.

(d) Seller warrants that the equipment manufactured and/or sold by it and delivered hereunder will conform with Seller's specification, and will be free from defects caused by faulty material or poor workmanship. Except as expressly set forth in the immediately preceding sentence, Seller, however, has not made and does not hereby make any representations or warranty express or implied, with respect to the merchantability, performance, suitability, or fitness of the equipment for the buyer's use or the buyer's customer's use. Seller's liability under this warranty is limited to the obligation to repair or, at it's sole option, to replace without charge any equipment or part thereof which within one (1) year after delivery to Buyer is returned to Seller with all transportation charges prepaid, and which is found by Seller to be defective under terms of this warranty.

9. Customer's Responsibilities: The Customer Warrants the he has the full authority to enter into this agreement

10. Notice: Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and by personal delivery, by registered mail or by transmittal by facsimile or other form of recorded communication addressed to the recipients at the addresses shown on your monthly invoice.

11. General: (a) This Agreement constitutes the complete agreement between Unite and the Customer and supersedes all previous proposals, both oral and written, representations, negotiations, commitments and all other communications between the parties.

(b) This Agreement may not be changed or modified except by an instrument in writing signed by authorized representatives of the parties.

(c) The Customer shall not assign or otherwise transfer his rights or obligations hereunder without the prior written consent of Unite shall have the right to assign its rights or obligations hereunder upon written notice of such assignment to the Customer.

(d) No failure to exercise and no delay in exercising, on the part of either party, any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of any other right hereunder.

(e) If any part of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, such judgement will not affect or nullify the remainder of this Agreement but the effect thereof will be confined to the part immediately involved in the controversy adjudged.

(f) Save and except for charges due to Unite by the Customer, neither party shall be deemed to be in default for any delay or failure to perform its obligations under this Agreement for any cause beyond the reasonable control of such party.

(g) This Agreement shall be governed by and interpreted in accordance with the laws of the province of Ontario.

(h) The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the parties of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

(i) Time shall be of the essence of this Agreement.

Date: _____

Authorized By: _____