

# Managed Network Systems, Inc. - Internet Access Agreement

READ THIS AGREEMENT CAREFULLY BEFORE USING MNSI'S SERVICE. BY DOWNLOADING OUR SOFTWARE, OR USING OUR SERVICE OR SOFTWARE, YOU AGREE TO BE BOUND BY THIS AGREEMENT, OUR ACCEPTABLE USE POLICY, AND OTHER USER POLICIES AND AGREEMENTS WE MAY ESTABLISH FROM TIME TO TIME.

IF YOU DO NOT AGREE TO THIS AGREEMENT YOU (i) MAY NOT USE OUR SERVICE, AND (ii) IF YOU CURRENTLY HAVE AN MNSI ACCOUNT, MUST TERMINATE THIS AGREEMENT AND PROVIDE NOTICE OF THE SAME AS SPECIFIED IN SECTION 9

## 1. Service

The Service includes: Internet access (via one of MNSi's Internet Access Plans); electronic mail ("email") and an email address; and one Web site on our server. Your usernames and email addresses are our property and we may alter or replace them at any time.

## 2. Registration Requirements

You must be at least 18 years old to register for our Service.

You must provide us with accurate and complete billing information including your legal name, address, telephone, number and credit card or other billing information. You must report to us all changes to this information within 30 days of the change.

You are responsible for all charges to your account until you terminate your account pursuant to Section 9.

You are responsible for maintaining an active MNSi email account to receive correspondence pertaining to your Service.

## 3. Fees

Current prices for MNSi's Service are posted on our website at [www.mnsi.net](http://www.mnsi.net). They may also be obtained by calling (888) 310-6674. We reserve the right to change prices and institute new fees at any time upon 30 days prior notice which may be given by updating our website.

If payment for the initial sign up term is to be made by cheque, payment must be received by MNSi no later than seven days from the initial subscription date. If your account is delinquent, it may be suspended or cancelled at our sole discretion.

Payment should be made to:

MNSi Telecom  
3363 Tecumseh Rd E  
Windsor ON N8W 1H4  
Canada

If renewal payment is to be made by pre-authorized payment plan, the Subscriber authorizes MNSi for the sign up term and any renewals thereof, to present transactions for payment against the

Subscriber's bank account, and in consideration of MNSi acting as directed herein, MNSi's treatment of each cheque and their rights with respect to it shall be the same as if it were signed by the Subscriber.

All Subscriptions will automatically renew based on the subscription chosen at the time of sign up unless the Subscriber provides thirty days written notice to MNSi of the desire not to renew the agreement. If no renewal subscription is chosen at the time of sign up, the account will automatically renew on a monthly basis.

Month to month accounts may be cancelled on thirty days written notice. Fees paid are non-refundable.

Prepaid accounts may be cancelled subject to the provisions below:

1. Thirty days written or verbal notice must be given of your intent to cancel your account.
2. There will be a \$10.00 cancellation charge.
3. The used portion of your pre-paid Service will be re-calculated at the current, month to month rate for Internet access. Your refund will be the balance of your pre-paid amount, less the \$10.00 cancellation charge.

Payments are due prior to the month of Service. If your account is delinquent, it may be suspended or canceled at our sole discretion. If you suspend your account, regular charges continue to accrue until you cancel your account.

A monthly charge may be assessed for placing your account 'on hold.'

Charges may be assessed when disconnecting and/or reconnecting phone service

A \$25.00 service charge will be assessed to your account for each 'NSF' cheque.

Interest charges of 1% per month may accrue on any unpaid balance which is more than thirty days old.

You are responsible for all taxes, duties, and levies and all of our attorney and collection fees arising from our efforts to collect any unpaid balance.

Local access dial-up numbers may not be available in all areas. You are solely responsible for determining if use of a particular dial-up number will cause you to incur long-distance, toll, or other charges. MNSi is not responsible for any long-distance, toll, or other telecommunications charges incurred by you.

If a change in your local telephone service is requested from your local phone company, it is your sole responsibility to advise Your Service Provider of the changes. This includes moves, regardless of whether your phone number changes or not, changes to your phone number, and any other changes that may occur to your local telephone service. Any applicable cancellation and/or re-installation charges will be charged to your account.

If you have questions about any charge, you must contact our Customer Service Department at (888) 310-6674 within sixty days after the invoice or transaction date of the charge. Adjustments will not be made for charges more than sixty days old.

## 4. Use of the Service

You agree to abide by the terms of MNSi's current Acceptable Use Policy. The terms of MNSi's current Acceptable Use Policy is expressly incorporated into and made a part of this Internet Access Agreement. You and members of your household or of your business are the only authorized users of your MNSi account. No one else may access the Service through your account. You must ensure that all users of your account comply with this Agreement. You are responsible for maintaining the confidentiality of your passwords and you must notify us within 24 hours of discovering any unauthorized use of your account.

You will not use the Service or permit others to use the Service through your account in any way that violates any law or regulation, subjects MNSi to liability, or violates our Acceptable Use Policy including but not limited to, publishing, posting, distributing, or disseminating any defamatory, obscene, libelous, slanderous, or other unlawful material or information. You agree to comply with all MNSi security procedures and standards and to be bound by the terms and conditions of the Software License Agreement for any software provided to you.

## 5. Monitoring the Service

MNSi has no obligation to monitor the Service but may do so and may disclose information regarding your use of the Service for any reason if in the sole discretion of MNSi we believe that it is reasonable to do so, including to: satisfy laws, regulations, or governmental requests; operate the Service properly; or protect itself and its subscribers. MNSi, in its sole and absolute discretion, may remove or refuse to post any information or materials, in whole or in part

## 6. No Warranties

Except for certain products and services specifically identified as being offered by MNSi, MNSi does not control any information, products, or services on the Internet.

You assume full responsibility and risk for use of the Service and the Internet. The service is provided on an "as is" and "as available" basis. MNSi does not warrant that the Service will be uninterrupted or error-free or that any information, software, or other material accessible via the Service is free of viruses, or other harmful components. MNSi makes no express or implied warranties, representations, or endorsements including, but not limited to, warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose regarding any merchandise, information, or service provided through MNSi or on the Internet generally. No advice or information given by MNSi or its representatives shall create a warranty.

Customers served through wholesale arrangements with Bell Canada will be subject to their traffic management policies which include the application specific rate limiting of certain non-time sensitive peer to peer file sharing applications during peak usage hours. Where technology permits, customers served directly by MNSi's equipment are not subject to Bell Canada's traffic management policies.

MNSi is not liable for any costs or damages arising directly or indirectly from use of the Service. You are solely responsible for evaluating the accuracy, completeness, and usefulness of all services, products, and other information, and the quality and merchantability of all merchandise provided through the Service or on the Internet.

The Internet contains unedited materials, some of which are sexually explicit or may be offensive to you or others accessing the Service through your account. MNSi has no control over and accepts no responsibility for such materials.

## 7. Your Remedies

If you are dissatisfied with the Service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to terminate this Agreement by one of the methods outlined in Section 9 and discontinue using the Service.

Our cumulative liability to you for any and all claims relating to the Service shall not exceed the total amount of the Service fees you have paid to us within the prior year. UNDER NO CIRCUMSTANCES ARE WE OR OUR EMPLOYEES, AFFILIATES, OR CONTRACTORS LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM ANY USE OF YOUR ACCOUNT OR THE SERVICE.

## 8. Term of Agreement

If you are a current MNSi member when this Agreement is activated, your continued use of the Service means you accept this Agreement.

## 9. Termination of Agreement

You may terminate your MNSi account and this Agreement by the following methods only: written notice addressed to: Managed Network Systems, Inc., Customer Service, 3363 Tecumseh Rd E, Windsor, Ontario N8W 1H4; or telephone call directed to Accounts Customer Service at (888) 310-6674.

MNSi may terminate this Agreement if you, or any person who has access to the Service through your account, breach this Agreement, or if you fail to pay any charges when due.

Any incoming email sent to canceled accounts will not be bounced back or forwarded to another account. If your account included space on MNSi's servers, anything stored on this space will be deleted upon termination.

Sections 3, 7, and 10 shall survive termination of this Agreement.

MNSi may provide notice to you by: email addressed to your email account or by Canadian Mail or courier service registered for the service. All notices to you shall be deemed effective on the first (1st) calendar day following the date of electronic mailing or on the fourth (4th) calendar day following the date of first-class mailing or deposit with a commercial courier service.

## 10. Miscellaneous

10.1. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario without regard to its conflicts of law provisions. Our failure to enforce strict performance of any provision of this Agreement shall not be construed as a waiver.

10.2. Neither this Agreement, nor any of your rights or obligations arising hereunder, shall be transferable by you to any third party without our prior written consent.

10.3. This Agreement, the pricing available on [www.mnsi.net](http://www.mnsi.net), the Acceptable Use Policy, and our other user policies and agreements constitute the entire agreement between you and us with respect to the Service.

10.4. No amendment or modification to this Internet Access Agreement, or of the MNSi Acceptable Use Policy, by you shall be valid or binding on us unless we agree to it in writing. We reserve the

right to amend, alter, or modify this Internet Access Agreement, or the MNSi Acceptable Use Policy, at any time and in any manner. Any amendment, alteration, or modification is effective thirty (30) days after posting on MNSi's Web site (<http://www.MNSi.net>).

"MNSi" and "Managed Network Systems, Inc." are registered trademarks of Managed Network Systems, Inc.

© 2016 Managed Network Systems, Inc.