

## Terms of Use Policy

This policy should be read in conjunction with the EVOLUTION DESIGNS GROUP Inc Acceptable Use Policy.

The services provided for under this agreement shall begin on the creation date of your account and will remain in effect as long as your account is active.

Client is responsible for securing the hardware/software required to access the Internet through EVOLUTION DESIGNS GROUP Inc, including but not limited to, computers, modems, and telephone lines.

Client will be responsible for payment of services provided. All accounts will be billed on a fixed monthly basis (beginning and ending the first and last days of the calendar month). Client will be charged for the coming months fixed service costs and the past months usage based fees (such as hourly services charges, when applicable).

Clients first bill will include a fixed monthly basis charge and any applicable setup fee. Fixed service charges will not be prorated in the event of cancellation or termination.

Client may terminate service at any time by providing written or emailed notice to EVOLUTION DESIGNS GROUP. Account balances will not be refunded.

Both parties agree to accept electronic mail as legally binding documentation for billing and notification purposes.

Client will be invoiced for any time used beyond that allowed by your type of account at a rate of \$1.00 per hour.

All invoices are due and payable upon receipt. Failure to pay any amount due within fifteen (15) days of the invoice date shall constitute sufficient grounds for termination of service without notice.

All returned checks are subject to a \$25.00 fee for each time they are returned by your bank. Accounts may be terminated if bad checks are not paid within ten (10) days.

EVOLUTION DESIGNS GROUP reserves the right to change the rates and otherwise modify this notice upon thirty-(30) days notice to you. Use of EVOLUTION DESIGNS GROUP's Internet Service after the effective date constitutes acceptance of the new terms and conditions/service agreement.

**EVOLUTION DESIGNS GROUP's Internet Services are provided on an as is basis. These services are provided without warranty of any kind, expressed or implied, including those of merchantability and fitness for a particular purpose with respect to EVOLUTION DESIGNS GROUP's service, any software or material provided to the client.**

In no event will EVOLUTION DESIGNS GROUP Inc be liable for any direct, indirect, incidental, or consequential damages, including but not limited to loss of data resulting from delays, non-deliveries, or service interruptions caused by EVOLUTION DESIGNS GROUP or by your own errors or omissions.

Client is responsible for implementing sufficient procedures and checkpoints to satisfy its requirements for accuracy and security of data and access codes. Client is also responsible for maintaining a means external to EVOLUTION DESIGNS GROUP's for archiving any data critical to the client.

Client agrees to protect and treat as confidential all passwords, user names, and proprietary information provided by EVOLUTION DESIGNS GROUP for access to its systems. Sharing of names/accounts is expressly forbidden. If a client believes their user name or password has been compromised, immediate email or written notification must be provided to EVOLUTION DESIGNS GROUP. Client will be held responsible for all acts/communications initiated or authorized by its user name.

EVOLUTION DESIGNS GROUP's Internet Service may only be used for lawful purposes. Transmission or storage of any material in violation of any Canadian law or regulation is prohibited. This is included, but not limited to, copyright material, material legally judged to be threatening or obscene or material protected by trade secret. The client agrees to indemnify and hold harmless EVOLUTION DESIGNS GROUP, from any claims resulting from clients' use of the service.

Any access to other networks or systems through EVOLUTION DESIGNS GROUP's Internet Service must comply with the applicable rules of that service.

EVOLUTION DESIGNS GROUP specifically denies any responsibility for the accuracy or quality of information obtained through its services. Use of any information obtained via EVOLUTION DESIGNS GROUP's Internet Service is at your own risk.

EVOLUTION DESIGNS GROUP will not be responsible for the reconstruction of any lost data, outside of that provided by and required for the operation of EVOLUTION DESIGNS GROUP itself.

EVOLUTION DESIGNS GROUP will not be responsible for service interruptions beyond its control; including but not limited to, acts of nature, service interruptions by its suppliers, or modifications to the clients system by the client or a third party.

EVOLUTION DESIGNS GROUP reserves the right to bring the system down at any time without notice for service or system upgrades. Clients will be notified by email one (1) week prior to any scheduled service/upgrades.

EVOLUTION DESIGNS GROUP will not monitor or regulate the content of information or data passing through or temporarily stored on its system, except under court order or where reasonable suspicion of a legal violation exists.

EVOLUTION DESIGNS GROUP reserves the right to discontinue all or any part of the provided service at any time for any reason.

EVOLUTION DESIGNS GROUP will make a reasonable effort to respond to requests for support; however, technical support is not implied under the terms of this agreement. see Privacy Policy.

These terms and conditions represent the entire agreement between you, the client, and EVOLUTION DESIGNS GROUP Inc. These terms and conditions shall be governed and interpreted in accordance with the laws of Saskatchewan, Canada. Any claims or causes of action arising out of or related to this agreement must be initiated within one (1) year after the claim or cause of action has arisen or be barred.

Thank you for choosing EVOLUTION DESIGNS GROUP Inc as your Internet Service Provider. If you are in accordance with the terms covered in this agreement, please indicate your approval by using our service.

\*We will issue service credits for any day we do not meet 99.999% up time (down time over 87 seconds per day). Simply E-mail us and we will issue your account the service credit of the daily prorated service billing - does not include Internet outages of other providers