

Shared Hosting Contract - Terms and Conditions

Welcome to TELUS Shared Web site hosting services! This is a contract between you and TELUS Communications Inc. ("TELUS"). It spells out the terms and conditions which apply to your purchase and use, in any manner, of the TELUS Shared Hosting Services, Website Services, e-mail services and E-commerce Services (collectively, the "Services"), as described in the TELUS Web site at www.telushosting.com (the "Site").

You must accept the terms of this Agreement prior to ordering or using the Services. BY CLICKING ON THE "I ACCEPT" BUTTON BELOW, AND ORDERING AND USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY AND ABIDE BY THE TERMS AND CONDITIONS CONTAINED HEREIN, AS WELL AS ALL POLICIES AND GUIDELINES INCORPORATED BY REFERENCE.

TELUS reserves the right to change or modify this Agreement, and any policy or guideline incorporated by reference at any time and from time to time in its sole discretion, and to determine whether and when any such changes apply to both existing or future customers. Any changes or modification will be posted by TELUS, and become effective upon posting of the revisions on the Site. TELUS will post a notice of such changes or modifications on the Site for thirty (30) days. You are responsible for regularly reviewing the Site to obtain timely notice of such changes or modifications. Your continued use of the Services following TELUS' posting of any changes or modifications will constitute your acceptance of such changes or modifications. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CLICK THE "I ACCEPT" BUTTON. IF YOU DO NOT AGREE TO THE TERMS OF ANY MODIFICATION, DO NOT CONTINUE TO USE THE SERVICES AND IMMEDIATELY NOTIFY TELUS OF YOUR TERMINATION OF THIS AGREEMENT IN THE MANNER DESCRIBED IN SECTION 1.1 BELOW.

1. Term and Payment for Services

1.1 Term. The Services provided pursuant to this Agreement are provided on a fixed term basis. Either party may at any time terminate this Agreement, prior to the expiry of the fixed term, upon 30 days notice. The Customer must provide TELUS with notice of termination in writing by sending an e-mail to support@telushosting.com. The Customer shall provide TELUS with sufficient customer identification information so that TELUS may properly identify the Customer and the Customer's account. Any notice of termination will be effective 30 days following TELUS' receipt thereof and shall be subject to payment, by the Customer, of a termination fee equal to one half of the monthly charges which would otherwise have been payable over the unexpired portion of the term as of the date of termination. Notice on the part of TELUS shall be provided by way of an email from TELUS to the email address, specified by the Customer when first ordering the Services.

1.2 Termination Policy. If you terminate Services prior to the end of a calendar month, (a) TELUS shall not refund to you any fees paid in advance of such termination. If TELUS terminates this Agreement, TELUS shall refund to you the pro-rata portion of pre-paid fees attributable to Services not yet rendered as of the termination date, unless otherwise expressly provided herein.

1.3 Liability and Obligations on Termination. Should the Agreement expire or be terminated for any reason, TELUS will not be liable to you because of such expiration or termination for compensation, reimbursement or damages on account of the loss of prospective profits, anticipated sales, goodwill or on account of expenditures, investments, leases or commitments in connection with your business, or for any other reason whatsoever flowing from such termination or expiration. Any termination of this Agreement shall not relieve you of any obligations to pay fees and costs accrued prior to the termination date. TELUS shall have no responsibility to notify any third party of the

termination of your account nor provide any termination assistance. Without limiting the generality of the foregoing, TELUS shall have no obligation to forward any email messages, data, information or other content related to your use of the Services, and you acknowledge that all such email messages, data, information and content may be immediately deleted by TELUS.

1.4 Charges. You agree to pay all fees and charges (and applicable taxes) incurred which relate to your use of the Services, in accordance with the rates, terms and conditions established from time to time by TELUS that are applicable to the Services which you have selected. Such rates, terms and conditions will be posted on the Site or otherwise made available to you by TELUS. TELUS shall begin charging you on the date that you subscribe for the TELUS Internet services, unless otherwise specified by TELUS. All prices on the Site are net of tax and you shall be responsible for the payment of all federal, provincial, and local sales, use, value added, excise, duty and any other taxes assessed with respect to the Services, other than taxes based on TELUS' net income.

1.5 Payment. All charges for Services must be paid in advance according to the then current price applicable to the Services. When ordering the Services through the online process at the Site, you must elect to pay for the Services by credit card. TELUS reserves the right to modify the forms of payment it will accept, at any time, in its sole discretion.

1.6 Credit Card Payment. When you pay by credit card when ordering the Services, you expressly authorize TELUS or its agents to charge all fees and charges incurred by you under this Agreement to such card, and such authorization will survive termination of this Agreement until there are no charges owing by you under this Agreement. If you use a credit card and TELUS does not receive payment from the card issuer, you agree to pay all amounts due, upon demand by TELUS. You must notify TELUS of any changes to your card account (including, without limitation, applicable account number or cancellation or expiration of the account), your billing address, or any information that may prohibit TELUS from charging your account.

1.7 Failure to Pay. If you fail to pay any fees and taxes within ten (10) days from applicable due date for credit card or invoice payments, late charges of the lesser of one and one-half per cent (1.5%) per month (i.e. 18% per annum) or the maximum allowable under applicable law shall also become payable by you to TELUS. In addition, your failure to fully pay any fees and taxes within ten (10) days after the applicable due date will be deemed a material breach of this Agreement, justifying TELUS' immediate suspension of its performance of the Services and/or termination of this Agreement. You are responsible for any fees associated with reinstated of Services. Any such termination would not relieve you from paying past due fees plus interest. In the event of collection enforcement, you will be liable for any costs associated with such collection, including, without limitation, legal fees, court costs and collection agency fees.

2. Use of Services

2.1 Responsibility for Use. You are responsible for use of the Services and the maintenance of all passwords related to the Services. You are solely responsible and liable for any and all activities that occur in respect of your use of the Services, including without limitation all activities of any users authorized by you or using your passwords. You are also responsible for maintaining the confidentiality of all passwords related to your use of the Services. You agree to immediately notify TELUS of any unauthorized use of the Services or your passwords or of any other breach of security and to provide assistance to TELUS, as requested, to stop and/or remedy any breach of security.

2.2 Applicable Policies. The TELUS Shared Hosting Usage Policy at http://www.telushosting.com/legal_agreements.html (the "Usage Policy") governs the general policies and procedures for use of the Services. The TELUS Privacy Commitment at

<http://www.telus.com/privacy/privacy.html> (the "TELUS Privacy Commitment") describes how TELUS collects, stores, processes and uses information associated with your use of the Services. You hereby consent to the collection, use and disclosure by TELUS and its agents of your personal information (whether previously collected or to be collected) for the purposes identified in the TELUS Privacy Commitment. The Usage Policy and the TELUS Privacy Commitment are posted on the Site at (or such other location as TELUS may specify) and may be updated from time-to-time. YOU SHOULD CAREFULLY READ THE USAGE GUIDELINES. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THE USAGE GUIDELINES AND ANY MODIFICATIONS THERETO. TELUS RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT FOR ANY VIOLATION OF THE USAGE POLICY OR THIS AGREEMENT.

2.3 Material and Product Requirements. You must ensure that all material and data placed on TELUS' equipment is in a condition that is "server-ready," which is in a form requiring no additional manipulation by TELUS. TELUS will make no effort to validate any of this information for content, correctness or usability. In the event that your material is not "server-ready", TELUS has the option at any time to reject this material. TELUS will notify you of its refusal of the material and afford you the opportunity to amend or modify the material to satisfy the needs and/or requirements of TELUS. Use of the Services requires a certain level of knowledge in the use of Internet languages, protocols and software. This level of knowledge varies depending on the anticipated use and desired content of your Web site. You must have the necessary knowledge to create and maintain a Web site. It is not TELUS' responsibility to provide this knowledge or customer support.

2.4 Bandwidth, Storage, and E-Mail Usage. You agree that use of the Services hereunder will not exceed the bandwidth, storage and E-mail usage limits set out in the Site for the Services ordered by you . If you use any bandwidth or storage space in excess of the agreed upon number of megabytes per month or if you exceed E-Mail storage and attachment size limitations, TELUS may, in its sole discretion, assess you with additional charges according to TELUS' then current pricing policy, suspend the performance of the Service, or terminate this Agreement. In the event that TELUS elects to take any corrective action, you will not be entitled to a refund of any unused pre-paid fees. Warning messages will be emailed to you as you exceed 80% and 90% of your package's respective bandwidth and disk space limits. If payment for extra usage is not received within two weeks of the invoice date, the expiry date of the account will be adjusted according to the amount outstanding.

2.5 Domain Names. As part of the Services, you will provide TELUS with a registered domain name or names or TELUS will register such domain name(s) selected by you, provided that such domain name is available for registration and does not violate any Network Solutions' or other registration services' policies, or any law or regulation. You agree to promptly reimburse TELUS for any fees paid by TELUS to Network Solutions or another registration services with respect to the registration and maintenance of such domain name(s). In the event of any dispute or cause of action arising out of or related to your domain name used in connection with the Services, upon your request TELUS will attempt to register with Network Solutions or other registrar an alternative domain name chosen by you. You agree to be bound by the terms of Network Solutions' then current domain name policy and/or the policies of the national DNS registration authorities to which you become subject upon registration of a domain name. The inability to use a domain name shall not entitle you to a refund by TELUS of any fees paid with respect to the registration of such unusable domain name. In the event you received a "Free Domain Name Registration" offer when you signed up for the Services, and you terminate the Services within one year of such domain name registration, you agree to immediately pay TELUS the full retail price for such domain name registration in effect when such domain name was registered, in addition to any other fees for early termination described herein. There is no charge for indefinite parking of domains on TELUS servers or to transfer to another

service provider. However, in the event a domain that was registered is transferred to another service provider, and requires manual intervention by our support staff to complete the transfer, there will be an administrative transfer cost charged for each domain plus applicable taxes. Domain Parking does NOT include any hosting services. You are not provided with the option to submit your own DNS entries as TELUS is NOT a Registrar and therefore assume that you wish to obtain your hosting services directly through TELUS. Domain name payments are non-refundable. Once a domain name is registered, the WHOIS database stores the information and is kept there for a period of one year, until the date of renewal. Payment will NOT be credited back. In the event there is a misspelling of a domain name, while being registered online, you as the customer must register the correct spelling of that name. There are NO refunds issued for misspelled domain names.

2.6 Miscellaneous Components. You acknowledge that the Services do not include content design, development, FTPmaster maintenance, uploading and publishing, Common Gateway Interface scripts and other such executables and that all of the foregoing are your responsibilities.

3. Intellectual Property Rights

3.1 TELUS Property. You hereby acknowledge and agree that all programs (in object code and source code form), data, services, processes, designs, technologies, materials and all other things comprising the Services are owned by and shall remain the sole property of TELUS, its licensors or its suppliers and are protected by applicable copyrights, trade-marks, patents, trade secrets and/or other proprietary rights and laws. TELUS shall also maintain and control ownership of all Internet protocol ("IP") numbers and email addresses that may be assigned to you by TELUS. TELUS reserves, in its sole discretion, the right to change or remove any and all such IP numbers and email addresses at any time.

3.2 Your Content. TELUS does not claim ownership of information, materials, software or other content (collectively, the "Content") that you post, upload, input, provide, submit or otherwise transmit to TELUS or any third party, using the Services. However, you agree that by posting, uploading, inputting, providing, submitting or otherwise transmitting the Content to TELUS or any third party, using the Services, you have thereby granted TELUS a royalty-free, non-exclusive license to use, copy, distribute, transmit, display, edit, delete, publish and translate such content to the extent reasonably required by TELUS for the purposes of rendering and operating the Services to you under this Agreement or to ensure adherence to or enforce the terms of this Agreement. You expressly (a) grant to TELUS a license to cache the Content, and (b) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

4. Enforcement

4.1 Investigation of Violations. TELUS may investigate any reported violation of this Agreement, its policies or any complaints and take any action that it deems appropriate and reasonable under the circumstance to protect its systems, facilities, customers and/or third parties. TELUS will not access or review the contents of any e-mail or similar stored electronic communications except as required or permitted by applicable law or legal process.

4.2 Actions. TELUS reserves the right and has absolute discretion to restrict or remove from its servers any content that violates this Agreement, or related policies, or is otherwise objectionable or potentially infringing on any third party's rights or in potentially violation of any laws. In the event of becoming aware of any possible violation by you of this Agreement, any related policies or, third party rights or laws, TELUS may immediately take corrective action, including, but not limited to, (a) issuing warnings, (b) suspending or terminating the Service, (c) restricting or prohibiting any and all

uses of content hosted on TELUS' systems, and/or (d) disabling or removing any hypertext links to third-party Web sites, any of your content distributed or made available for distribution via the Services, or other content not supplied by TELUS which, in TELUS' sole discretion, may violate or infringe any law or third-party rights or which otherwise exposes or potentially exposes TELUS to civil or criminal liability or public ridicule. It is TELUS' policy to terminate Services to infringers. The above stated rights of action, however, do not obligate TELUS to monitor or exert editorial control over the information made available for distribution via the Services and you acknowledge that TELUS has no obligation to censor or monitor use of the Services by you, or any obligation to censor or monitor any content, material or other information sent, received or accessible through the Services. In the event TELUS takes corrective action due to such possible violation, TELUS shall not be obligated to refund to you any fees paid in advance of such corrective action.

4.3 Disclosure Rights. To comply with applicable laws and lawful governmental requests, to protect TELUS' systems and customers, or to ensure the integrity and operation of TELUS' business and systems, TELUS may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e., name, e-mail address, etc.), IP addressing and traffic information, usage history, and content residing on TELUS' servers and systems. TELUS also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. To the extent any inconsistency exists between any terms of TELUS' Privacy Commitment and TELUS's right to disclose under this section, TELUS's right to disclose under this section will prevail.

5. Warranties and Disclaimers

5.1 Your Warranties And Representations to TELUS. You warrant, represent, and covenant to TELUS that (a) you are at least eighteen (18) years of age; (b) you possess the legal right and ability to enter into this Agreement; (c) you will use the Services only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines; (d) you will be financially responsible for use of the Services; (e) you have acquired or will acquire all authorization(s) necessary for hypertext links to third-party Web sites; (f) you have verified or will verify the accuracy of materials distributed or made available for distribution via the Services, including, without limitation, your Content, descriptive claims, warranties, guarantees, nature of business, and address where business is conducted, and (g) your Content does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance.

5.2 Warranty and Disclaimer. TELUS warrants that the Services will be provided by qualified personnel in a professional manner. TELUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, DURABILITY AND FITNESS FOR A PARTICULAR, OR ANY, PURPOSE AND THE SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. Although TELUS will use commercially reasonable measures to maintain the security of the Services, TELUS assumes no responsibility for the effectiveness of these security measures provided by TELUS.

6. Exclusion and Limitation of Liability

6.1 Exclusion of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL TELUS, ITS PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUPPLIERS, RESELLERS AND DISTRIBUTORS (COLLECTIVELY, THE "TELUS ENTITIES" AND EACH, A "TELUS ENTITY") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OR LOSSES WHATSOEVER, INCLUDING WITHOUT

LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, OPPORTUNITY, EARNINGS, USE OR DATA, ARISING DIRECTLY OR INDIRECTLY FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF ONE OR MORE OF THE TELUS ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES ARISING FROM OR IN ANY WAY RELATED TO DELAYS, ERRORS, INTERRUPTIONS, MISTAKES, OMISSIONS, NON-DELIVERY, INCORRECT DELIVERY, VIRUSES OR DEFECTS IN THE TRANSMISSION OF ANY INFORMATION, MATERIAL OR DATA OVER OR THROUGH TELUS' SYSTEMS OR NETWORKS OR THE SYSTEMS OR NETWORKS OF THIRD PARTIES..

6.2 Limitation of Liability. CIRCUMSTANCES MAY ARISE IN WHICH YOU ARE ENTITLED TO RECOVER DAMAGES FROM ONE OR MORE OF THE TELUS ENTITIES. IN SUCH INSTANCE, THE AGGREGATE LIABILITY OF THE TELUS ENTITIES FOR DAMAGES IS LIMITED TO THE LESSER OF (A) THE AMOUNT ACTUALLY PAID TO TELUS BY YOU UNDER THIS AGREEMENT DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED (B) THE SUM OF ONE THOUSAND (\$1,000.00) DOLLARS. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES FOR THE SERVICES SET BY TELUS HEREUNDER HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. ACCORDINGLY, YOU HEREBY RELEASE THE TELUS ENTITIES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIM IN EXCESS OF THE LIMITATION STATED IN THIS PARAGRAPH.

6.3 Interruption of Service. You hereby acknowledge and agree that TELUS and its suppliers will not be liable for any temporary delay, outages or interruptions of the Services. Further, TELUS shall not be liable for any delay or failure to perform its obligations under this Agreement, where such delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications or third-party supplier failure).

7. Indemnification

7.1 Indemnity to TELUS. You hereby release and hold harmless, and agree to indemnify, the TELUS Entities against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by the TELUS Entities, arising out of or relating to (a) your violation or breach of any term, condition, representation or warranty of this Agreement, or any applicable policy; (b) your improper or illegal use the Services; or (c) your violation, alleged violation, or misappropriation of any intellectual property right (including, without limitation, trademark, copyright, patent, trade secrets) or non-proprietary right of a third party (including, without limitation, defamation, libel, violation of privacy or publicity).

7.2 Third Party Beneficiaries. You are hereby notified that in the event that the TELUS Entities are intended third party beneficiaries of this Agreement, with a right of enforcement of the exclusions and limitations of liability and the indemnities contained in this Agreement.

8. General Provisions

8.1 Entire Agreement. This Agreement, including any and all documents, web sites, rules, terms and policies referenced herein, constitutes the entire agreement between TELUS and you with respect to the matters referred to in this Agreement and supersedes all prior and contemporaneous

agreements and understandings, whether electronic, oral or written, between TELUS and you with respect to such matters.

8.2 No Waiver. The failure of TELUS to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between you and TELUS nor trade practice shall act to modify any provision of this Agreement.

8.3 Severability. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of you and TELUS, and the remainder of this Agreement shall remain in full force and effect.

8.4 Choice of Laws. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, Canada. You hereby irrevocably consent to the exclusive jurisdiction of the courts of the Province of Alberta and the federal courts situated in the Province of Alberta in connection with any matter arising under this Agreement. Use of the Services in any jurisdiction that does not give effect to all provisions of this Agreement, including without limitation this paragraph, is prohibited.

8.5 Limitation Periods. Any cause of action you may have with respect to this Agreement or the TELUS Internet services must be commenced within 1 year after the claim or cause of action arose, or it shall be barred.

8.6 Successor Sites. All references to TELUS web site addresses in this Agreement shall also include any successor or replacement web sites containing substantially similar information as the referenced web site(s).

8.7 Assignment. TELUS may at any time assign its rights and obligations under this Agreement, in whole or in part, without notice to you. You may not assign this Agreement.

8.8 Enurement. This Agreement will ensure to the benefit of and bind you and TELUS and our respective personal and legal representatives, successors and permitted assigns.

8.9 Currency. All monetary amounts expressed in this Agreement are in Canadian dollars, unless otherwise expressly stated.

8.10 Cumulative Rights. The rights, powers and remedies of TELUS in this Agreement, including without limitation the right to suspend, restrict or terminate Services, are cumulative and in addition to and not in substitution for any right, power or remedy that may be available to TELUS at law or in equity.

8.11 Survival. Any provisions, including without limitation the disclaimers of warranty and limitations and exclusions of liability contained herein, that by their meaning are intended to survive termination of this Agreement shall survive the termination of this Agreement.

8.12 Independent Contractors. You agree that no joint venture, partnership, employment or agency relationship exists between TELUS and you as a result of this Agreement or use of the Services.

8.13 Headings. The section headings in this Agreement are for convenience only and have no legal or contractual effect.