

DCI TELECOM - TERMS AND CONDITIONS

DCI Telecom Inc., its parent company Ditec consultants Inc. ("DCI") and the the customer hereby agree as follows:

1. ACCEPTANCE - Use of the enclosed long distance access code, and/or access instructions for DCI Telecom Inc ("DCI") long distance service or related services, constitutes acceptance of the following terms and conditions. These terms and conditions may be changed from time to time and put into effect after notification to the customer. Subsequent use of DCI's service shall constitute acceptance of such changed terms & conditions.

2. BILLING - DCI agrees to send the customer a monthly bill showing all telecommunication charges, and any other charges incurred by the customer during the preceeding month. The customer agrees to pay all charges including transaction charges incurred through the utilization of DCI's services and payment is due upon receipt. Outstanding invoices bear late payment charges as disclosed on DCI's invoices but not more than the maximum amount permitted by law.

3. DELINQUENCY - CREDIT CARD - If the customer has an overdue account, the customer hereby authorizes DCI Telecom Inc. or its assigns to pay such overdue account and any service charge in respect thereof by a charge against the credit card. In the event the credit card is terminated for any reason during the term of the agreement, the customer agrees to notify DCI and provide DCI with replacement authorization for the payment of overdue accounts and associated service charges by making access to another credit card or credit facility acceptable to DCI. Failure to do so may result in cancellation of provision of service.

4. GUARANTEE - DCI makes no guarantees whether written or oral and hereby specifically excludes and denies any representations to the customer made by any employee or agent of DCI as to the capabilities of the service. The customer expressly agrees that DCI shall not be held liable for any damages, losses or other liability sustained or incurred by the customer which may result directly or indirectly from the use of the service.

5. TERM - This agreement shall be in force until such time as either the customer or DCI elect to discontinue the service and cancel this agreement upon not less than 30 days written notice to the other. Upon cancellation of the agreement, all amounts owed by the customer to DCI will become due and be payable immediately. Notwithstanding the above, DCI may at any time during the currency of this agreement and without notice, temporarily or permanently cease to provide service. If the customer breaches this agreement, all reasonable costs of collecting and/or enforcing this agreement will be paid by the customer including legal fees and disbursements.

6. LIABILITY - All access and authorization numbers (access card / number, PIN, passcode) are confidential and must be kept separate at all times. If one of the confidential numbers becomes known to anyone, and / or is lost, stolen or misused, the customer agrees to notify DCI immediately by phone and/or in writing. The customer agrees that that the risk of any misuse of its confidential number or numbers will lie with the customer until written notice of misuse is actually received by DCI. Until then the customer agrees to be liable for and to pay all charges incurred through its authorization number or numbers.

7. EXCLUSION OF LIABILITY - DCI accepts no liability for and the customer will not hold or seek to hold DCI liable for any damage or loss, however caused to the customer or any third party, unless due to the wilful default (but not negligence) of DCI, its employees, or agents. In addition, the customer agrees to indemnify DCI and save it harmless from any and all claims, demands, damages, costs or liability arising from error, delay, interruption or suspension of service, or from any other cause of whatsoever kind arising from the use or inability to use the services provided for herein.

8. ASSIGNABILITY - DCI shall be at liberty at any time to assign all benefits and obligations under this agreement to any person who will agree to accept assignment of all the benefits to which DCI is entitled hereunder and to assume all the obligations to which DCI is subject hereunder. The customer may not assign or attempt to assign this agreement or any of the services making up the service without the express written permission of DCI.

9. COMMITMENT - If the customer is a corporation, the signatory of the present agreement, when accepted, personally constitutes himself (herself) joint and binding surety of all the obligations assumed by the customer in virtue of the presents and expressly renounces to the benefit of discussion and division, assuming everything as his (her) personal affairs as a principal debtor. DCI is not required to exhaust any remedies it might have against the customer before proceeding against the signatory of the present agreement. The liability of the signatory shall be joint and several with that of the customer.

10. DEPOSIT - DCI reserves the right to refuse any application. From time to time DCI may require a cash deposit or bank guarantee based on the customer's usage and credit history and the customer's monthly billings.

11. RATE CHANGES - DCI reserves the right to change its rate structure and charges at any time during the month, notice of which shall be provided to the customer during normal billing.

12. CHANGE OF ADDRESS - The customer agrees to notify DCI immediately in case of changes to his name, address, phone numbers, and/or bank information.

13. EQUIPMENT - All equipment installed on the customer's premises under this agreement remains the property of DCI or its assigned agent. The customer agrees to pay all rental charges pursuant to this agreement and will not obtain any right to purchase said equipment. The customer shall be responsible for any loss, theft, or damage to the equipment.

14. ENTIRE AGREEMENT - This agreement constitutes the entire agreement between the parties. Other than this agreement there are not and will not be any verbal statements, representations, warranties, undertakings, or agreements between the parties hereto. Except as provided herein this agreement may not be amended or modified in any respect except by written instrument signed by the customer or its authorized agent and by an authorized agent of DCI.

15. BINDING EFFECT - This agreement shall endure to the benefit of the successor and assigns, and shall be binding upon their heirs, executors, administrators, and other legal representatives of the parties hereto.

16. VALIDITY - If any provisions of this agreement are held invalid, illegal, or unenforceable, this shall not affect the validity or enforceability of the other portions hereof, all of which provisions are hereby declared severable.

17. MISCELLANEOUS - This agreement shall be governed by the laws of the Province of Quebec. All notices given under this agreement must be in writing and must be delivered to DCI or the customer at the respective addresses set out on the front of the agreement, or such other addresses as the parties hereto notify each other in writing.

DCI and the Customer confirm that it is their express wish that this agreement, and all documents related thereto, be in English. DCI et le Client conviennent qu'il est de leur volonté expresse que la présente entente, ainsi, que tout document s'y rapportant, soit rédigés en anglais.