



Terms of Service for Internet Access provided by ZiD Internet.

Please read and understand the rules of use of the ZiD services since they aim at protecting the best interest of all customers. The general policy of ZiD is to remain a neutral provider of access to the Internet.

ZiD reserves the right to suspend or cancel the account of any customer to one or all of the services which ZiD offers. We at ZiD reserve the right for the final judgment on what is inappropriate behavior.

Rules and Regulations

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2. Traffic and storage
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1. Simultaneous use of Internet access.

All the accounts of Internet access are for the use of only one person at the a time. If a second session with the same number of user is detected, the second session would be stopped immediately and the administrative expenses of \$25.00 would be added on your account. A continual abuse could

given place to a suspension or a possible cancellation of the contract. The user is permitted to share a connection with multiple computers in his home or office using Internet sharing software or hardware, as long as there is only one session active.

2. Traffic and storage

ZiD provides the storage space and bandwidth, in accordance with the contract of the customer for Web Hosting. The type of package contracted must reflect the activity that site actually uses. A customer web site must not impair performance with other web site hosted on the same server. It is essential that all files and links on the web site be for accepted Internet standards (.html, .gif, .jpg etc).

3. Contents

All services may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any national or Provincial /State law is prohibited. This includes, but is not limited to: copyrighted material, material we judge to be threatening, obscene, demeaning to others, or material protected by trade secret and other statute. The subscriber agrees to indemnify and hold us harmless from any claims resulting from the use of the service which damages the subscriber or any other party.

4. Ethics

Pornography and sex-related merchandising are prohibited on all servers. This includes sites that may infer sexual content, or link to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to our servers or any other server on the internet. Links to such materials are also prohibited.

In addition any site selling or promoting Bulk email services is not allowed

Examples of non-acceptable content or links:

- Pirated software
- Hackers programs or archives
- Warez Sites
- Irc Bots
- Mp3

ZiD.com will be the sole arbiter as to what constitutes a violation of this provision.

5. **Commercial Advertising - Email**

Our servers may not be the source, intermediary, or destination address involved in the transmission of spam, flames, or mail bombs. Your domain may

not be referenced as originator, intermediary, or reply-to address in any of the above. Advertising sites on other servers which in turn contain links to a domain on our servers is prohibited. We consider spam any mass unsolicited message in the mediums of Newsgroups and Email.

6. End-user policy

ZiD.com service are intended for End-user use only. Customers cannot sublease, sub host, or give away control of any portion of our resources.

FOR ALL RESIDENTIAL INTERNET SERVICES, HOSTING SERVERS ARE NOT PERMITTED. A HOSTING SERVER IS DEFINED AS COMPUTERS UPLOADING TRAFFIC RELATIVELY MORE THAN DOWNLOADING TRAFFIC FROM THE INTERNET.

Commercial contracts are available for businesses and resellers.

Violation of any of ZiD's Rules and Regulation could result in a warning, suspension, or possible account termination.

7. Payment policy

Payment for recurring services is due in advance. The invoices rendered are payable upon receipt. In the event that any invoice is not paid within thirty (30) days of the billing date, interest of 2.00% per month (24.00% per year) will be payable by the customer from the thirty first (31st) day following the billing date.

Any account that is 15 days past due will be suspended until payment has been received. Accounts more than a month past due will be terminated and subject to reasonable collection fees.

The customer remains responsible for all the sums registered on his account as from the moment when the account is established until its closing. If payment obligation is not met, a reasonable collection charge will be added.

It is necessary for requests to close accounts be sent to us in written form, by fax, mail, or email from the person responsible for the account.

8. Payments by credit card

Accounts will be automatically billed as specified to the customer's contract to the card number on file unless ZiD is notified otherwise. In the event the credit card does not clear with the bank, the customer will be notified by e-mail. Past due accounts that are not brought current within 30 days of the e-mail notification are subject to suspension and possible account termination.

9. Payments by check

Checks returned unpaid (NSF) will be assessed a \$15.00 service charge. Past due accounts that are not brought current within 30 days of the payment due date are subject to suspension and possible account termination.

10. Cancellations

ZiD reserves the right to cancel the service of a customer in any time. When cancellation is the result of a violation of the rules and regulations, no refunds will be issued.

Customers can cancel service at any time. The account will be cancelled at the end of the current billing period as specified in the customer's contract. Due to security concerns, all account cancellations must be done in writing via mail, email, or fax with a valid signature of the primary contact of the account, account name, reason for the cancellation. If payment was made by check or bank transfer, the postal code/zip of the primary contact must also be included.

11. Activation Fee. Activation fees are non-refundable once the installation has occurred.

12. Prices and Service Fees. Prices for services and/or discount rates may be subject to change upon written notice. In such cases, the customer will be informed thirty (30) days before the effective date.

Certain conditions can be applied for subscriptions to a bundle or a group of services. If the customer cancels any of the grouped services or services in a bundle plan, ZiD Internet may increase the rates for the service(s) remaining active.

13 . Diagnostic Maintenance Charges. A diagnostic maintenance charge will apply when a service request has been made for a problem and no problem is found with telephone provider or cable company's facilities or equipment. This includes but is not restricted to any remote testing which is performed and does not necessarily include a tech visit to the premises. Also if any inside wiring or jacks requiring repair/installing. ZiD Internet will add \$99.00 + Tax to the clients account.

14. Inside Wiring "ISW". All inside wiring beyond Bell Canada's demarcation point is responsibility of the customer. ZiD Internet only provides services up to the demarcation point for dry loop adsl services.

15. Rental Equipment. Any equipment rented to the customer by ZiD Internet, is the property of ZiD Internet. Any unreturned equipment will be charged at full retail price to the customers account. The customer also agrees to return such materials, at their own risk and cost, in good repair and working order.

16. Scheduled Installation Dates. Take note that installation dates assigned by our respective service providers may change at any time. We have no control over these circumstances and will not warrant or compensate for any such delays.

11. Disclaimer

ALL INFORMATION, SERVICES, PRODUCTS AND MESSAGES AVAILABLE ON THE SITE ARE PROVIDED "AS IS" AND ALL DECLARATIONS, WARRANTIES AND CONDITIONS, EXPLICIT OR IMPLICIT, AS TO QUALITY, PROFITABILITY, SALEABILITY, SATISFACTION, SUITABILITY FOR A SPECIFIC USE, PROPERTY, NON-INFRINGEMENT AND THOSE ENSUING FROM THE LAWS OR RIGHTS OR GENERAL COURSE OF BUSINESS OR COMMERCIAL USE ARE EXPRESSLY EXCLUDED INSOMUCH AS IT IS PERMITTED BY LAW.

IN NO CASE SHALL ZID.COM, OR ITS ADMINISTRATORS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, HEIRS OR DEPENDENTS BE HELD RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE INCIDENTAL OR EXEMPLARY DAMAGES RESULTING FROM THIS WEB SITE OR OTHER SITES LINKED THERETO, INCLUDING LOSSES FROM BREACH OF TRUST, LOSS OF PROFIT FROM THE INTERRUPTION OF BUSINESS ACTIVITIES, LOSS OF ANTICIPATED SAVINGS OR ANY OTHER INDIRECT DAMAGES, WHATEVER THEY MAY BE, REGARDLESS OF WHETHER ZID.COM WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

THE MAXIMUM RESPONSIBILITY OF ZID.COM TO THE USER UNDER SAID CONTRACT MUST, IN NO CASE, EXCEED THE AMOUNT PAID FOR THE SERVICES, WHICH ARE THE SUBJECT OF THE CLAIM.