

Rainbow Software Inc. Terms and Conditions

WHEREAS Rainbow Software Inc. operates its Message Delivery Xchange (MDX) Service by which it transmits/receives or otherwise distributes documents and information via facsimile and/or other means and Customer desires to obtain from Rainbow certain distribution and other services as more particularly described herein;

NOW THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Rainbow and Customer ("the Parties") agree as follows:

1. CUSTOMER AGREES THAT IT IS RESPONSIBLE FOR ALL INDIVIDUAL USERS WHO ACCESS AND/OR USE THE SERVICE THROUGH CUSTOMER'S CORPORATE ACCOUNT ("Customer's User's"). Accordingly, the terms, conditions, restrictions and obligations of this AGREEMENT applicable to Customer (excluding Customer's payment obligations to Rainbow) shall be construed to also apply to all Customers' Users, and Customer shall be liable for any breach hereof by any of Customer's Users.
2. Customer hereby authorizes Rainbow to transmit/receive or otherwise distribute the documents and or information provided by Customer.

Obligations of Customer

3. Rainbow is providing Customer with a capability to send and receive fax documents using electronic mail ("email") pursuant to the terms set forth herein.
4. As part of the registration process, Customer shall be required to provide an email address. Once Customer becomes a Customer of the Service, a personal Password will be automatically sent to Customer by email. Customer is entirely responsible if Customer does not maintain the confidentiality of Customer's password and account information. Furthermore, Customer is entirely responsible for any and all activities which occur under Customer's account. Customer agrees to immediately notify Rainbow of any unauthorized use of Customer's account of any other breach of security known to Customer.
5. Customer warrants that any material provided by Customer for distribution by Rainbow pursuant to this Agreement shall not contain any material that is violating any copyright or any similar law except to the extent of fair use and that the material is not pornographic. Customer warrants that the

nature of their recipient list and the intent of their broadcast complies with any and all local, state/provincial and federal laws and regulations in force in both the jurisdiction of Customer's place of business and the receiving parties' place of business, including but not restricted to the United States Telecommunications Consumer Protection Act of 1991 (TCPA) and the Canadian Telecommunications Act. Customer hereby acknowledges that Customer shall be solely responsible for ensuring that materials provided by Customer to Rainbow satisfy these requirements and Customer shall defend, protect and indemnify Rainbow from and against all liability, claims, costs and expenses arising out of or relating to the information and or documents furnished by Customer for transmission by Rainbow.

6. Customer agrees to indemnify and hold Rainbow, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Customer's use of the Service, the violation of the Agreement by Customer, or the infringement by Customer, or other user of the Service using Customer's computer, of any intellectual property or other right of any person or entity.
7. Customer shall pay Rainbow in advance for all services rendered, and Customer's account balance shall then be debited for service provided in accordance with Rainbow's established rates contained in the attached Quotation and incorporated herein. In the event that Customer for any reason uses MDX service to a greater amount than Customer's account balance with Rainbow, Customer hereby agrees that Customer shall immediately pay Rainbow to cover any such negative account balance. If Customer has not remedied the situation within two days, Customer hereby grants Rainbow authorization to process a transaction in the amount of the negative balance to Customer's credit card relying on the credit card information and signature previously provided to Rainbow by Customer for prior payments in respect of MDX service. Should the customer default on any payment in the case of a company, the individual signing the document shall and accepts to become personally liable for any funds due. Any account let inactive or unused for period of one year shall automatically be closed out, and any amount in said account forfeit.
8. Rainbow offers the Service to its Customers as a capability, consistent with the terms and conditions hereof, for generating, acquiring, transforming, processing, utilizing or making available information via telecommunications services purchased from telecommunications carriers ("Carriers") and information services purchased from other ISP's. Rainbow does not provide or resell telecommunications services, but where necessary may obtain and integrate telecommunications services from Carriers as part of the Service it offers to its Customers. The per minute

charge, if any, charged by Rainbow to its Customer for any or all of the Services includes: (a) the charges, surcharges, taxes, fees, and assessments, without limitation, imposed on Rainbow by Carriers, calculated on a per minute basis ("Carrier charges"), and (b) a Service management fee equal to the difference, if any, between the charges imposed by Rainbow for any of all of the Services and Carriers' charges. All charges to the customer shall be based as follows in the US on the lower 48 States, RBOC network, Hawaii and Alaska are not included, all of Canada with exception of Independent, Northwest Territories and Nunavut. For all areas outside of the aforementioned designated areas including mobile phone connect, Rainbow reserves the right and the customer accepts a higher per minute charge.

9. Customer is responsible for all broadcasts using Rainbow remote site software and agrees to review all job setup parameters and files before sending a broadcast.
10. Customer shall provide their own CSID, and Fax return address (or those of a suitable service provider) within the Sender Information section of the remote sites software.
11. Customer shall send a test message to themselves, prior to initiating a broadcast to more than 25 recipients.

Limitation of Liability

12. Rainbow reserves the right to refuse transmission of any documents or information it determines to be improper for any reason, howsoever it gained information upon which it based that decision. Customer shall have no claim for loss or damages in the event of such a decision by Rainbow.
13. Rainbow shall not be liable for any loss resulting from delays or interruptions in its service due to failure of electronic or mechanical equipment, to telephone or disconnect problems, to defects due to telephone transmission, storms, or other causes beyond Rainbow's reasonable control. Rainbow makes no warranties, expressed or implied of any kind and expressly disclaims any warranty or merchant ability or fitness for a particular purpose.
14. Notwithstanding any other provisions of this Agreement, Rainbow's liability to Customer for any matter relating to this Agreement is limited to the amount actually paid to Rainbow hereunder in no event Rainbow be held liable for any loss of use, loss or inaccuracy of date, LOST PROFITS, interruption of business or any indirect special, incidental or consequential damages of any kind, even if Rainbow has been advised of the possibility of such damages in no event shall Rainbow be liable for any damages

resulting from customers reliance information or advice provided in connection with services by third parties Confidentiality.

15. The information contained in the documents and recipient lists provided by Customer to Rainbow shall constitute "Confidential Information".
16. Rainbow employees may choose to examine the information and recipient lists provided by Customer to Rainbow in order to aid technical operations of MDX and/or to improve transmission performance for Customer's broadcast.
17. Rainbow shall not disclose any Confidential Information to third parties. Except that Rainbow may disclose Confidential Information in accordance with judicial or other governmental order or process.
18. Rainbow shall take security precautions to maintain the confidentiality of the Confidential Information to at least as great as the precautions it takes to protect its own confidential information.

Miscellaneous

19. The Section headings used herein are for information purposes only and shall not affect the interpretation of any provision if this Agreement.
20. A waiver by any party of a breach of this Agreement does not constitute a waiver of other breaches or rights under this Agreement, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach or of the provision itself.
21. This Agreement is to be construed in accordance with and governed by the internal laws of the Province of British Columbia, any action relating to this agreement must be brought in Vancouver British Columbia and you irrevocably consent to the jurisdiction of such courts. In the event of any Party under the terms of this Agreement, all reasonable legal fees, costs and expenses of the prevailing Party relating to such legal action or claim shall promptly be paid by the other Party.
22. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.
23. If any provision in this Agreement is held by a court of complacent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired

or invalidated in any way. This agreement contains the entire understanding between the two parties and no statement, promise or inducements made by either party or agent of either party that is not contained in this agreement shall be valid or binding and the agreement may not be amended, modified or altered in any manner except in writing signed by both parties.