

This agreement ("Agreement") is between service provider OK-connect.com at 796 Bernard Ave, Kelowna, BC, Canada and the Customer. The agreement is made effective as of the date of the order.

The parties agree as follows:

Overview

This agreement in conjunction with the OK-connect.com Acceptable Use Policy annexed herein by reference (AUP) are intended to cover any and all services provided by OK-connect.com and received by the Customer. This service agreement and annexed AUP together, contain the entire understanding between OK-connect.com and Customer with respect to the services ("Services") described in the Order and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between OK-connect.com and Customer. Customer acknowledges and agrees that its entire right relating to OK-connect.com Services are as set forth in this agreement and hereby waives all other rights that it may have by implication of law or otherwise.

1. Services

Subject to the terms and conditions of this agreement, OK-connect.com agrees to provide the hosting services specified in the Order. Subject to Customer's right to terminate this agreement in accordance to Section 4.3 of this agreement, OK-connect.com may expand or contract the scope of the OK-connect.com 's services by issuing an amended order form to the Customer in advance of such change.

2. Initial Term

The initial term of this Agreement is stated in the Order ("Initial Term"). The Initial Term shall not commence until OK-connect.com accepts and confirms the completed order form from the Customer and until first payment as set out in the Order is made in full by the Customer for Services to be provided during the Initial Term. OK-connect.com reserves the right to reject any order in which case moneys collected will be refunded/reversed.

3. Renewal Term

Unless terminated by OK-connect.com or in accordance with Section 4.3 of this Agreement, this Agreement will automatically renew for successive terms of equal length to the Initial Term at the applicable rate and discounts.

4. Fees and Payment

The Customer agrees to pay OK-connect.com , without limitation, for services provided. Customer is fully responsible to ensure payment of any and all amounts due, are paid on time independently of receiving any invoices or billing notifications from OK-connect.com .

Customer is responsible for keeping their contact and billing information up-to-date and accurate, including but not limited to a properly functioning and reachable email address and telephone number.

Invoices may be provided as a courtesy to Customer by any or none of the following: email, OK-connect.com Customer Service Center or upon request fax or mail. OK-connect.com assumes no responsibility for invoices lost or not received. Dollar amounts and costs indicated for all OK-connect.com services are in CDN currency, unless otherwise stated. Payment for all OK-connect.com services is billed and due a minimum of thirty (30) days in advance. OK-connect.com reserves the right to refuse acceptance of any form of payment or terms. Service and/or handling fees above and beyond those listed may apply at the discretion of OK-connect.com .

4.1 Overdue Accounts - Overdue accounts may, at the discretion of OK-connect.com , be issued a late payment reminder and/or 72 hour disconnection warning notice. Regardless of receiving a late payment reminder or disconnection notice all overdue accounts will be suspended/disconnected from the Internet for a period of 72 hours. Disconnected accounts are canceled automatically after 72 hours unless: payment is received in full or alternative, suitable arrangements are made with OK-connect.com . A minimum \$25 reconnection fee will be charged on all accounts reconnected after being suspended/disconnected. All over due accounts will also be charge 24% per annual fee. NOTE: If an account is canceled, there is NO possibility that it can be restored and/or its data recovered.

4.2 Other Charges - Customers will pay all sales and value-added taxes, duties or levies imposed by any authority, government, government agency or commission or crown corporation in connection with the OK-connect.com web hosting and related services as provided under this agreement. Customers are responsible for collecting such taxes, duties or levies from end users as imposed by authority, government, government agency or commission or crown corporation.

OK-connect.com reserves the right to charge the Customer standard hourly rates \$75/hour CDN (\$37.50 minimum per instance) to cover the resolution of excessive or unusual problems or complaints.

4.3 Cancellation Policy - All hosting contracts, unless otherwise negotiated, are month-to-month. The cancellation of any month-to-month hosting contract by the Customer must occur via regular mail. The letter must be submitted at least 30 days prior to the requested cancellation date. There are no partial refunds or credits for early cancellations. All payments to OK-connect.com . are final and non-refundable.

5. Acceptable Use Policy

Customers shall at all times comply with and help ensure that they and their clients comply with the terms and conditions of the current version of the Acceptable Use Policy (AUP) posted at www.OK-connect.com . Customer agrees that OK-connect.com may amend the terms of the AUP from time to time by posting a new or different version of the Acceptable Use Policy at www.OK-connect.com .com. The Customer shall include the terms and conditions set out in the Acceptable Use Policy in an Acceptable Use Policy with its own clients. Violation of the terms set forth in OK-connect.com 's AUP will result in an immediate and indefinite suspension of Customer's services solely at the discretion of OK-connect.com .

6. 99.99% Uptime Guarantee

OK-connect.com endeavors to provide the most reliable network infrastructure possible to its Customers. To Customers in good financial standing with OK-connect.com we guarantee that our network is available 99.99% of the time in a given month, excluding scheduled maintenance. The network is defined as core network infrastructure excluding the hardware, services and software running on your server. Network downtime is measured from the moment the Customer notifies a OK-connect.com support representative of a network failure to the time the Network responds to an external "ping" request. Notification of network failure must occur at the time of the outage and not after the fact. Credits shall not be provided to the Customer if network downtime is the result of: a) scheduled maintenance b) circumstances beyond OK-connect.com 's reasonable control, including, but not limited to: dDOS or other network attacks, upstream or 3rd party network outages, war, fire, flood, sabotage, labor disturbance, acts of government, acts of god or c) breaking this Agreement or OK-connect.com 's Acceptable Use Policy.

7. Temporary Service Suspension

The Customer agrees that it may be necessary for OK-connect.com to temporarily suspend services for technical reasons or to maintain the OK-connect.com network, the Equipment or any other facilities, the timing of which will be as determined by OK-connect.com . Such suspension of the Services will not be an interruption of the OK-connect.com Services for the purpose of calculating network availability or the Customer's entitlement to credit for network interruption.

8. Emergency Service Suspension

OK-connect.com may interrupt the Services at any time for any duration of time, without penalty or liability for any claim by the Customer, where necessary to prevent improper or unlawful use of OK-connect.com Services or network. Such suspension of Services will not be an interruption for the purpose of calculating network availability or the Customer's entitlement to credit for network interruption.

9. Data Backups

OK-connect.com offers data backup services for your critical data files. We make every effort to ensure the reliability of this process. However, because of technical issues regarding backups on live servers and the possibility of data corruption on backup and restore, OK-connect.com cannot guarantee any data can be fully restored. The Customer will hold OK-connect.com without penalty or liability for any claim resulting from a failed backup and/or restore procedure.

10. Compromised/Hacked Server

A compromised or "hacked" server is a serious threat to our network. OK-connect.com , at its sole discretion, will take any and all measures to prevent a compromised server from doing additional damage to its own system and files or to the rest of the network.

Determination that a server has been compromised:

By the Client - If you believe your system may have been hacked, immediately report the situation to OK-connect.com technical support. OK-connect.com will examine your system and may implement additional monitoring of your system.

By OK-connect.com - If a OK-connect.com System Administrator believes a server on our network is compromised, OK-connect.com will: 1) disconnect the server from the network, 2) contact the client, and 3) provide evidence of the server being "hacked".

11. Proprietary Rights

The Customer shall not display or otherwise use any trade mark, trade name, logo, symbols, coined word or combination of words used by OK-connect.com or permit the same to be displayed or otherwise used in connection with any business conducted or controlled by the Customer except as may be specified or approved by OK-connect.com in writing.

12. Termination of Agreement

If Customer breaches any of its obligations under this agreement or the Acceptable Use Policy (AUP) then OK-connect.com may terminate this agreement at any time and without prior notice.

12.1 Discretionary Suspension or Cancellation of Services

OK-connect.com reserves the right to refuse, suspend or cancel services provided to Customer for any reason OK-connect.com deems necessary or warranted, including but not limited to, abusive or belligerent behavior, excessive administrative issues, consistent delinquent or late payments. OK-connect.com may exercise this right at any time without prior warning or further explanation to Customer.

OK-connect.com is not responsible for any loss of data or downtime resulting from willful, accidental or mistaken disconnection or cancellation of an account.

13. Limitation of Liability

Customer acknowledges and agrees neither OK-connect.com nor any of its members, shareholders, directors, officers, employees or representatives will be liable for any special, indirect, consequential, punitive or exemplary damages, or damages (including but not limited to damages for loss of profits or savings, loss of data, or loss of use) in connection with this agreement. If, despite the foregoing limitations, OK-connect.com or any of its shareholders, directors, officers, employees or representatives should become liable to Customer or any other person in connection with this agreement for ANY REASON, then the maximum aggregate liability of OK-connect.com, its members, shareholders, directors, officers, employees and representatives for all such things and to all such parties will be limited to the lesser of the actual amount of loss or damage suffered by the claimant or the amount payable by Customer to OK-connect.com for one month of service under this agreement.

14. Indemnity

Customer will indemnify and save harmless OK-connect.com and its members, shareholders, directors, officers, employees, agents, contractors, and representatives from and against all damages, losses, costs and expenses (including actual legal fees and costs), fines and liabilities incurred by or awarded, asserted or claimed against OK-connect.com or any of its members, shareholders, directors, officers, employees and representatives in connection with Customer's negligence, activities or omissions, or breaches of its obligations under this agreement, including claims brought by a person using or relying upon any advice given or publication produced and distributed by Customer.

15. Governing Law

This agreement shall be interpreted in accordance with and be governed in all respects by the laws of the Province of British Columbia and the laws of Canada applicable therein. The courts of British Columbia shall have non-exclusive jurisdiction to entertain any action or proceeding brought by the parties in connection with this agreement or any alleged breach of this agreement. The parties each attorney irrevocably to the jurisdiction of such courts.

16. Customer Acknowledgement

Customer acknowledges that it accepts all risk of any unauthorized or illegal use of the OK-connect.com network or any inter-connected network by third parties. OK-connect.com provides no warranties, makes no representations, and accepts no liability for the unauthorized or illegal access or interference with the Customer's server/network.

17. Electronic Commerce

The Customer is solely responsible for all aspects of their online store or e-business. This includes, but is not limited to:

The accuracy of statements and materials related to your products and/or services.

The accurate calculation and application of shipping and sales tax.

Processing Customer orders, inquiries and complaints.

Maintaining the confidentiality of Customer's client credit card numbers and private information.

18. IP Address Ownership and Usage

OK-connect.com assigns IP (Internet Protocol) addresses to Customers for their use. Customers have no right to use OK-connect.com IP addresses not assigned to them, to move IPs between different servers or accounts or in ways not permitted by OK-connect.com. OK-connect.com maintains ownership of all IP addresses that are assigned to Customers and reserves the right to change or remove them at its sole and absolute discretion. Typically, however, these changes are rare and made only at the request of ARIN or an upstream provider. PLEASE NOTE: The allocation of IP addresses is restricted by the policies of ARIN. These policies dictate that name-based

hosting MUST be used whenever possible. OK-connect.com reserves the right to periodically review IP address usage and revoke authorization to use those IP addresses not being utilized or where name-based hosting could be used.

19. OK-connect.com Administrative Account and Software

For the purposes of Datacenter, Network, Server maintenance, inventory and related activities, OK-connect.com staff and management retain the right to administrative access to any and all dedicated, Virtual Private and shared servers on their network. To facilitate this, all OK-connect.com servers may include a OK-connect.com administrative account and/or daemon designed for these purposes. See Acceptable Use Policy (AUP) for more details.