

## Intact IT Terms of Service.

- 1. Backup Service:** Intact IT Inc. (hereafter, "the Company") agrees to provide storage and restoration services of the Subscriber's files, data, and information (hereafter, "data") by use of the software provided. Ancillary services may be provided at the Subscriber's election.
- 2. Terms of Agreement.** The subscriber agrees to qualify for Company services by means of a valid credit card check, financial statement, other fiduciary review or prepayment of annual or semi-annual service fees. The contract shall be for the term of 30 days beginning on the assigned billing cycle date following the initiation of service to the subscriber. Any service charges encountered prior to the initial billing cycle date will be prorated to the assigned billing cycle. This contract renews automatically until terminated by either party. See Termination below.

Minimum billing per cycle is paid in advance, at the commencement of the billing cycle, based on the service plan selected. Rate plans are based on the amount of Compressed Data transferred (hereafter, "usage") on a monthly basis. Additional usage is charged at the end of the billing cycle and the selected service plan rate.

For SmartRate service plans the Subscriber begins on the lowest base plan. This constitutes the minimum billing per cycle. At the end of the billing cycle the Subscriber's usage is calculated and if a higher rate plan would have been more cost effective for that cycle, the final billing amount is calculated based on the higher rate plan and the Subscriber is charged accordingly, effectively giving the Subscriber the best possible rate for each billing cycle. The Subscriber begins the next billing cycle on the lowest base plan. The final billing amount minus the prepaid minimum billing is then charged to the Subscriber.

Subscribers with delinquent accounts will be denied access to backup and restore services. After a period of 90 days the data of any delinquent Subscriber shall be deleted from the Company's server after written notice by email to the latest Client email address known by the Company without any Liability to the Company.

The Subscriber's data is encrypted, with an encryption key placed in the possession of the Subscriber, by the Software at the time it is transmitted to the Company's facilities. The subscriber's data is not accessible to **anyone** without the encryption key (not even the Company). The **only** way to retrieve data is with the use of the encryption key. Should the Subscriber lose, misplace, forget or otherwise not have access to the encryption key, the Subscriber will not have access to their data.

The Company is providing storage for the Subscriber's encrypted data and shall not be responsible in any way should the Subscriber not be able to retrieve it.

- 3. Confidentiality.** The Company will use reasonable efforts to prevent the unauthorized disclosure of your confidential information and data. The company is unable to and will not seek to decrypt your data. The Company, however, will not be responsible for any matter beyond its reasonable control, including, without limitation, unauthorized electronic access of your confidential information and data. In the event that the Company is served a subpoena or is otherwise legally compelled to provide access to your data, the Company will provide you with notice of the same as soon as practical to enable you to take action you deem necessary to prevent such access.
- 4. Limitation of Warranty Liability.** THE COMPANY CLAIMS THAT THE USE OF ITS PRODUCTS AND SERVICES WILL INCREASE THE PROBABILITY THAT LOST, DAMAGED OR DESTROYED FILES, DATA OR INFORMATION MAY BE

SUCCESSFULLY RESTORED. NEVERTHELESS, THE COMPANY MAKES NO GUARANTEE OR WARRANTY THAT THE SYSTEM AND SERVICES WILL AVERT, AVOID OR PREVENT THE LOSS OF FILES, DATA OR INFORMATION OR THE CONSEQUENCES THEREFORE, WHICH THE SYSTEM OR SERVICE IS DESIGNED TO PROVIDE DUE TO ANY COMBINATION OF NATURAL DISASTERS, TECHNOLOGICAL FAILURES AND/OR HUMAN ACTIVITIES. IN NO EVENT SHALL THE COMPANY, AND ITS SUPPLIERS, BE LIABLE FOR THE COST OF PROCUREMENT OR SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS). ADDITIONALLY, THE COMPANY SHALL NOT BE RESPONSIBLE IN ANY WAY SHOULD THE SUBSCRIBER BE UNABLE TO ACCESS THEIR DATA DUE TO FACT THEY ARE NO LONGER IN POSSESSION OF THEIR ENCRYPTION KEY.

- 5. Exclusive Remedy.** BECAUSE OF THE NATURE OF THE SERVICES RENDERED AND THE SYSTEM AS A WHOLE, IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY RESULT FROM FAILURE ON THE PART OF THE COMPANY TO PERFORM ITS RESPONSIBILITIES UNDER THIS CONTRACT. THE SUBSCRIBER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FULL LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES OR CONSEQUENCES THEREFORE, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETER OR AVERT. IN THE EVENT THE COMPANY SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF THE EQUIPMENT, SOFTWARE OR SERVICES PROVIDED UNDER THIS AGREEMENT OR THE EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO ONE MONTH BASE FEE OF THE SUBSCRIBERS CURRENT RATE PLAN, AS THE AGREED UPON LIQUIDATED DAMAGES AND NOT AS A PENALTY. SUCH LIQUIDATED DAMAGES IS THE EXCLUSIVE REMEDY FOR ANY FAILURE OF SERVICES, SOFTWARE OR EQUIPMENT, AND THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO A PERSON OR PROPERTY FROM THE PERFORMANCE OR NON PERFORMANCE OF ANY OBLIGATION OF THE COMPANY FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE COMPANY, ITS AGENTS, EMPLOYEES OR SUPPLIERS. IF THE SUBSCRIBER DESIRES ADDITIONAL LIABILITY COVERAGE, IT SHALL BE HIS/HER RESPONSIBILITY TO SECURE IT FROM AN INSURANCE CARRIER OR OTHER AGENCY OF HIS/HER CHOICE, AT HIS/HER OWN EXPENSE. THE SUBSCRIBER SHALL BRING NO SUIT AGAINST THE COMPANY MORE THAN SIX MONTHS AFTER THE EVENT OR OCCURRENCE OF THE CAUSE OF ACTION THEREFORE.
- 6. Changes in Service Fees.** Notwithstanding the terms and conditions set forth herein, the Company may, at any time and at its sole discretion, increase or decrease the fees, charges, and/or included data transfer of any service plan. In the event the Subscriber shall be unwilling to pay the changed monthly charge, the Subscriber may terminate this agreement upon giving notice in writing to the Company.
- 7. Assignability of Contract.** The Company shall have the right to assign this Agreement to any person, firm or corporation. The Subscriber may assign this Agreement, with written notice to the Company, including the proper billing instructions for the new Subscriber. Such Subscriber assignment shall be effective upon the Company's approval of the new entity's credit card, financial statement or with prepayment of fees, which approval shall not unreasonably be withheld.
- 8. Communication Circuits.** The Subscriber is responsible for the cost and maintenance of all telephone or other communication circuits required for data file transmission and

system access. All data files are transmitted over communication company circuits, which are wholly beyond the control and jurisdiction of the Company and are maintained by the communications companies engaged for service by the Subscriber. If these communication circuits are not functional for any reason, the data files may not accurately or completely reach the Company's facility or equipment. The Company cannot be responsible for the continued operation or functioning of these communication circuits nor the reliability of the data files being received over them.

- 9. Termination.** Either party may terminate this Agreement by written notice thirty-days (30) in advance. In the event of non-payment of fees the Company may terminate service with a 10-day email notice to the latest available email address.
- 10. Disposition of Data on Termination.** Upon termination of the services provided to the Subscriber by the Company, all data stored by the Company under this agreement shall be deleted on or after seven (7) calendar days from the termination date of this agreement (the "Termination Period"). It is the Subscriber's responsibility to inform the Company, in writing, ([datarequest@intact-it.com](mailto:datarequest@intact-it.com) or #204 – 896 Cambie Street, Vancouver, BC, V6B 2P6. Attn: Data Request) prior to the expiration of the Termination Period if the Subscriber wishes to receive a copy of the Subscriber's stored data ("data copy"). The fee charged for a data copy will be at the current rate for such service at the date of termination. **If the company does not receive a written request for a data copy the Subscriber acknowledges and understands that the Company will destroy all of the Subscriber's data immediately on the expiration of the Termination Period with no liability to the Subscriber whatsoever.** The subscriber agrees to release the Company from any and all liability, claims and damages due to lost or stolen data whether or not the Subscriber requests a data copy.
- 11. Warranty of Subscriber.** The individual signing this Agreement for the Subscriber warrants that he/she has the authority to sign this Agreement and permit the installation of equipment and systems described herein, as well as the authority to contract for the services provided herein.
- 12. Governing Law.** This Agreement shall be governed by the laws of Canada and the Province of British Columbia without regard to conflicts of laws provisions thereof.
- 13. Complete Agreement.** This document, with specified addenda, is a complete agreement. Any representation, promise, condition, inducement or warranty, expressed or implied, verbal or written, unless expressed in writing in this Agreement or any Addendum thereto, shall not bind either party and the terms and conditions hereof apply as printed without alteration or qualifications except as specifically endorsed thereon in writing. A judicial determination nullifying any clause or condition herein shall not be deemed to nullify the balance of this Agreement, which shall remain in full force and effect.
- 14. Force Majeure.** The Company shall not be liable for nonperformance, delay, errors, data loss or other loss caused by any event reasonably beyond the Company's control including, without limitation, acts of God, war, hostilities, revolution, civil disorder, national emergency, strikes, lockouts, unavailability of supplies, epidemics, fire, flood, earthquake, force of nature, explosion, embargo or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.
- 15. Acceptance.** This Agreement shall not be binding upon the Company unless accepted by an officer of the Company. In the event of Non-Approval, the sole liability of the Company shall be to refund to the customer any amount that has been paid by the customer as part of this Agreement. This Agreement shall be deemed accepted by the Company once the Company has initial possession of the Subscriber's data.