

## Terms of Use

*"Note: If you are a hosting customer, please refer to the Terms and Conditions that you were provided with as part of your hosting contract. This is for the individual users of our services, ie your customers"*

*"CityEmail, City Email, Wizard IT Services, and MagicMail are all references to the companies, owned and operated by Wizard Tower TechnoServices Ltd., that collectively or individually offer services under this agreement, and collectively will be known as 'City Email' herein"*

Usage and/or access of any of the "City Email" services, including but not limited to, WebMail, POP, SMTP, IMAP et al, indicates acceptance of these terms and conditions. By using the services of "City Email", you agree to be bound by both the terms and the conditions of this policy agreement. If you do not wish to abide by the terms and conditions set out herein, do not login and/or use our services. If you are an end user, whether you are a subscriber via your company or ISP's agreements with us, you are still bound by the terms herein. All customers wishing to register with City Email directly, as an end user, you must read and agree to this set of Terms of Use and any other applicable terms and conditions and policies, including any future amendments (collectively, the "Agreement"):

This Agreement is designed to help protect our service, our customers, and the Internet community from irresponsible or illegal activities. "City Email" expects that common sense and good judgment will guide all our subscriber's activities on the Internet, and our systems and services.

"City Email" will report to law enforcement authorities any action(s) which may be considered illegal, as well as any reports it receives of such conduct. When requested, "City Email" will co-operate fully with law enforcement agencies in any investigation of alleged illegal activity on the Internet, and it's own servers, services, and systems.

"City Email" does not monitor the activity of accounts except for routine system health, support requests, and measurements of system utilizations, and/or billing records. However, in our efforts to promote good citizenship with the Internet community, if we become aware of inappropriate use of any "City Email" service, we will respond. "City Email" reserves the right to examine user directories if there is reason to believe the contents of those directories violates any legal statutes or this policy.

Users of "City Email" services should always protect their passwords, and use hard to guess passwords, to protect themselves, and "City Email" reserves the right to set standards on passwords as they see fit. Users should remember that some email connection protocols do send email passwords in the plain text format, and thus can be "sniffed" or detected BEFORE reaching "City Email" systems. As well, trojans and viruses on computers or networks can also be used to get this information. If you suspect that your email password has been compromised, it is your responsibility to notify "City Email" at once.

"City Email" also may set restrictions on message size, number of recipients, number of email messages, quotas etc, and may also elect to 'expire' or delete messages that are older or aged beyond limits set from time to time. "City Email" may also choose to employ various restrictive measures to prevent mail from sources on an arbitrary basis, and is no way

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responsible for any blocked email, emails marked as Spam and/or quarantined, or otherwise restricted by content.

“City Email” may on occasion utilize 3<sup>rd</sup> party 'black lists', to reduce traffic to its servers, and or services, based on those listings, and “City Email” is in no way responsible for the accuracy, validity or listings used. However, “City Email” employs a technique, in which users may bypass, such listings, and the choice of its end users to use tools to reject mail of a specific nature, does not in any way indicate an endorsement of the validity of such listings, and any default settings which may use such listings, is done on a best effort basis to reduce overhead, improve user experience, and protect its systems and users, and not a reflection or comment on any sender, sending resource, or sender practices.

“City Email” reserves the right to at any time experiment with technologies meant to reduce unwanted emails from the majority of its customers mailboxes, including blocking of country, blocking by network, and blocking by domain names. In most cases, users have the option to 'opt-out' of such recommended practices, and if they do not 'opt-out', this is an indication of the acceptance by the end user, of the techniques provided, and users accept that such a choice to reject such emails becomes theirs, and not a decision by “City Email”.

City Email reserves the right at any time to change and/or modify these terms and it is the responsibility of the customer to visit this page occasionally, to review these terms. It is not a requirement that the customer have read these documents, or are aware of the latest changes, to be bound by the conditions herein. Nothing in this Agreement shall be deemed to confer any third party rights or benefits.

Description of Service. “City Email” is a provider of Email and Messaging services and this service is provided on an AS IS and AS AVAILABLE basis. “City Email” disclaims all responsibility, and liability for the availability, timeliness, security, and/or reliability of the Service. As well, it should be recognized that “City Email” is not responsible for the content, safety, or delivery of any content that is transmitted via this service. “City Email” also reserves the right to modify, suspend or discontinue the service with or without notice at any time and without any liability to you.

Personal Use. You must provide current, accurate identification, contact, and other information that may be required as part of the registration process and/or continued use of the service. You are responsible for maintaining the confidentiality of your service password and account, and are responsible for all activities that occur thereunder. “City Email” reserves the right to refuse service to anyone at any time without notice for any reason.

All data which resides on “City Email's” servers becomes the property of “City Email” for its own technical use during such time as that data is stored on the servers, and “City Email” has the absolute right to modify, insert headers, time stamps, delete preserve or retain such data, as it legally sees fit for the proper maintenance of its service to you.

Policies and Proper Use.

You agree that you are responsible for your own communications and for any consequences thereof. Your use of the service is subject to compliance with this Agreement, You agree that

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you will use the service in compliance with all applicable local, provincial, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence. "City Email" accounts may only be used by the authorized owners of the accounts, except where specifically authorized by "City Email" system administrators. Revealing your account password to others, or allowing others the use of your account is strictly prohibited.

"City Email" accounts and services may be used for lawful purposes only. Use of a "City Email" account or service in an illegal manner is grounds for immediate termination, with out prejudice, recourse or liability on the part of "City Email" Activities which are prohibited as potentially or possibly illegal include, but are not limited to, and you shall not, shall not agree to perform, and shall not authorize or encourage any third party to perform:

- (i) Unauthorized copying of copyrighted material without the consent of the copyright holder.
- (ii) Making fraudulent offers of items, products, or services originating from your account.
- (iii) Threatening bodily harm or property damage to individuals or groups. (Email harassment is discussed in further detail in the Email section of this Policy Agreement)
- (iv) Use of a "City Email" account to compromise, gain passwords, encryption codes, or attempt to alter and/or destroy systems or data belonging to "City Email" or another user or account on any computer network. This includes the storage, or transmittal of illegally obtained information of any sort.
- (v) Distribution of any malicious software which can be used in contravention of the policies.
- (vi) Use the service to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses, or is otherwise objectionable as reasonably determined by "City Email", its parent, or its executives;
- (vii) Upload, transmit or otherwise distribute content that infringes upon another party's intellectual property rights or other proprietary, contractual or fiduciary rights or obligations;
- (viii) prevent others from using the service;
- (ix) use the service for any fraudulent or inappropriate purpose; or
- (x) act in any way that violates the terms of this agreement, as may be revised from time to time.

*Violation of any of the foregoing may result in immediate termination of this Agreement, and may subject you to state, provincial and federal penalties and other legal consequences. "CityEmail" reserves the right, but shall have no obligation, to investigate your use of the service in order to determine whether a violation of this Agreement has occurred or to comply with any applicable law, regulation, legal process or governmental request.*

In addition, the following Email Related actions are prohibited:

- (i) Sending unsolicited email for the purpose advertising or soliciting, or using "City Email" email addresses to collect responses to un-solicited email or responses, or results from any Phishing or illegal activity.
- (ii) Sending unsolicited email via a 3<sup>rd</sup> party as above, from other than "City Email" systems, will be also considered a violation, when complaints about such activity are reported to "City Email" administrators or abuse departments from an accredited source.

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- (iii) Sending or relaying email using "City Email" addresses, via other mailing systems, instead of via "City Email" servers.
- (iv) Attempting to impersonate any person, using forged headers or other identifying information, or modifying message headers in an attempt to conceal or otherwise obscure your identity.
- (v) Harassing other users of the Internet or "spamming", which constitutes sending of the same or substantially similar unsolicited electronic mail messages to a large number of recipients, or more than five (5) similar messages to the same Email address, or large messages without the permission of the destination address owner(s).
- (vi) Using the Email box exclusively as a storage space for data
- (vii) Sending threatening or harassing email, of any nature.
- (viii) Mail bombing or sending messages of such size/frequency to cause disruption of services belonging to "City Email" or servers belonging to any other party.

Exceptions and notes:

Not every "flame" message, or angry exchange of email can automatically be considered harassment. "City Email" is not responsible for the content or tone of any email or other transmission of its users, or others to/from its services, or other parties on the Internet. Customers and/or other parties should not expect that "City Email" will attempt to mediate or otherwise become involved in any particular disagreement or dispute between Internet users. However, "City Email" will co-operate with appropriate law enforcement agencies involved in investigating instances that may have been reported to such authorities.

Also, "City Email" does have available commercial grade mailing list tools for approved "Opt In" distribution lists, if such a service is required to send out mailings that might normally contravene system limits and controls.

And "City Email" does not censor content of emails as a normal course of activity, so if you wish to prevent items such as adult content, that conflict with your own set of moral philosophies, we suggest that you use 3<sup>rd</sup> party tools on your computer to control such behaviors.

And finally, whether the service you are using in question is email, or other services which may or may not be provided by "City Email" such as personal pages, or personalized interfaces, the following applies to advertising content:

- 1) The customer warrants that it is entitled to advertise the business, service or product trade marks or trade names to which it uses and/or distributes, or publishes or presents to "City Email" to be published.
- 2) The customer agrees not to post any materials that contravene any laws of state, provincial and/or governing bodies, which have jurisdiction over their content, or the transmissions of said content, and hold "City Email" harmless from responsibility of any content or materials. The customer further agrees not to port any racial, hate or illegal content, or to allow any such content to be stored or transmitted on the networks, services, or servers of "City Email"
- 3) In addition, the following types of content or transmissions are grounds for immediate termination of services without notice, and "City Email" shall comply with all and any legal

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requests to remove, monitor, or trace the source of such content, including the disclosure of personal information of customers involved in such content.

NO BEASTIALITY

NO CHILD PORNOGRPHY

NO ABUSE, BONDAGE or ASSAULT depictions, which contravene local laws

ILLEGAL USE of trademarks, photos and/or copyrighted content to which the customers does not have the associated rights to display, or disseminate.

NO ACTIVITIES that are considered to be ILLEGAL in any manner, including those of gaming laws, which might be considered to be applicable by the laws of respective governing bodies.

“City Email” takes no responsibility for third party content (including, without limitation, any viruses or other disabling features), nor does “City Email” have any obligation to monitor such third party content. “City Email” also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce this Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues (including, without limitation, the filtering of spam), (d) respond to user support requests, or (e) protect the rights, property or safety of “City Email”, its users and the public. “City Email” will not be responsible or liable for the exercise or non- exercise of its rights under this Agreement.

You as a customer/user acknowledge that “City Email” owns all right, title and interest in and to the service, including without limitation all intellectual property rights and such rights are protected by Canadian, US. and international intellectual property laws. Accordingly, you agree that you will not copy, reproduce, alter, modify, or create derivative works from the services, servers or offerings of “City Email”

You represent and warrant that (a) all of the information provided by you to “City Email” to use its services are correct and current; and (b) you have all necessary right, power and authority to enter into this Agreement

Indemnification. You agree to hold harmless and indemnify “City Email”, and its subsidiaries, affiliates, officers, agents, and employees from and against any third party claim arising from or in any way related to your use of the services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

These Terms of Use will be governed by and construed in accordance with the laws of the British Columbia, Canada without regard with its conflict of law rules. Any claims, legal proceeding or litigation arising in connection with the services, and/or use thereof will be brought solely in British Columbia, Canada, and you irrevocably consent to the jurisdiction of such courts.