

Efax-it Terms and conditions

Efax-it is a product of DX Tele-Solutions Ltd.

DX Tele-Solutions Ltd provides its service to you, subject to the following Terms of Service, by signing up for the service you are agreeing to our terms and conditions.

In this contract Efax-it means DX Tele-Solutions Ltd

The services that Efax-it provides to you are subject to the following Terms of Use ("Terms"). Efax-it reserves the right to update the Terms at any time without notice to you. The most current version of the Terms can be reviewed by clicking on the "Terms and Conditions" hypertext link located at the bottom of our Web pages.

If you are registering on behalf of a corporation you warrant that you have the authority to bind the corporation. You may also have a signed "Pricing Proposal" document which is expressly incorporated herein, and which in conjunction with the Terms and Conditions comprises the entire Agreement between Efax-it and your corporation. The "Pricing Proposal" may contain different or additional terms which supersede any terms in this document.

DESCRIPTION OF SERVICES.

Through its network of Web properties, Efax-it provides you with access to a variety of fax and messaging services (the "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the Terms.

NO RESALE OF SERVICES.

Your right to use the services is personal to you. You may be either an individual or a corporation or business entity, but you agree not to resell the use of the Services.

MEMBER ACCOUNT, PASSWORD, AND SECURITY.

If any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also will choose a password. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under all fax numbers and by all users associated with your account.

You agree to notify Efax-it immediately of any unauthorized use of your account or any other breach of security. Efax-it will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Efax-it or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

NO UNLAWFUL OR PROHIBITED USE.

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Efax-it server, or the network(s) connected to any Efax-it server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services,

other accounts, computer systems or networks connected to any Efax-it server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. You will not use or register the name Efax-it or any other trade name or trade mark of Efax-it without express, prior permission, and you will not obstruct the identification procedures used by Efax-it in the services.

You represent that the information submitted for transmission via the Efax-it network for Efax-it services is for lawful purposes only and that the transmission of messages or files is not in violation of any federal, state or provincial laws or transmit any unlawful, harmful, threatening, abusive, libelous, vulgar, obscene, profane, hateful or otherwise objectionable information of any kind, including, but not limited to, encouraging conduct that would constitute a criminal offense, infringe third party rights, give rise to civil liability or otherwise violate any local, state, national or other law. You may not use the Services to upload, post, reproduce or distribute, in any way, any information, software or other material protected by copyright or any other intellectual property right without first obtaining the permission of the copyright holder. You agree to comply with all applicable laws, regulations, or conventions including those related to Do-Not-Call provisions, faxing, data privacy, international communications, and export of technical or personal data.

USE OF SERVICES / CUSTOMER RESPONSIBILITIES

You are fully responsible for the contents of your transmissions through the Services. Efax-it simply acts as a passive conduit for you to send and receive information of your own choosing. However, Efax-it reserves the right to take any action with respect to the Services that Efax-it deems necessary or appropriate in its sole discretion if Efax-it believes you or your information may create liability for Efax-it, compromise or disrupt the Services for you or other Customers, or cause Efax-it to lose (in whole or in part) the services of Efax-it's ISPs or other suppliers. The Services make use of the Internet for you to send and receive information of your own choosing. As a result, your conduct is subject to Internet regulations, policies and procedures.

Efax-it has no control of the content of the information passing through the Services

Efax-it does not:

- Represent or endorse the accuracy or reliability or any opinion, advice or statement made through the Service;
- Assume liability for any harassing, offensive or obscene material distributed through the Service by you or others under your account,
- Assume any liability for any material distributed through the Service by you or others under your account which is distributed in violation of any third party's copyright or other intellectual property right.
- Assume liability for claims concerning unsolicited fax, email or voice messages sent by you or others under your account, including (but not limited to) Telephone Consumer Protection Act of 1991, CRTC 2001-193, FTC regulations, and the Can-Spam Act.

You agree to provide true, current, accurate and complete customer information as prompted by the registration form, and you agree to notify Efax-it promptly of any changes to this information as required to keep it current, complete and accurate.

Efax-it reserves the right at all times to disclose any information as Efax-it deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

You represent and warrant that you are at least 18 years of age or, as applicable, the age of majority in the state or province in which you reside, and that you possess the legal right and ability to enter into this Agreement. You agree to be financially responsible for your use of Efax-it Services (as well as for use of your account by others, including minors living with you) and to comply with your responsibilities and obligations as stated in this Agreement.

You must obtain and pay for all equipment and third-party services (e.g., Internet access and email service) required for you to access and use the Services.

OWNERSHIP.

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Efax-it Service are wholly owned by Efax-it and/or its licensors and service providers except where expressly stated otherwise.

You understand and agree that you are not the owner of any Efax-it fax number (Efax-it Number) assigned to you by Efax-it. Ownership of any such Efax-it Number is vested solely in Efax-it (which will assign such number to you for your use during the term of this agreement). You understand and agree that following the termination of your Efax-it account for any reason, such Efax-it Number may be re-assigned immediately (although there is typically a transition period) to another customer, and you agree that Efax-it will not be liable for damages (including consequential or special damages) arising out of any such re-assignment, and you hereby waive any claims with respect to any such re-assignment, whether based on contractual, tort or other grounds, even if Efax-it has been advised of the possibility of damages.

You further understand and agree that Efax-it may from time to time need to change the Efax-it Number assigned to you (whether due to an area code split or any other reason whether outside or within Efax-it's control). You agree that Efax-it will not be liable for damages (including consequential or special damages) arising out of any such change in the Efax-it Number assigned to you, and you hereby waive any claims with respect to any such change, whether based on contractual, tort or other grounds, even if Efax-it has been advised of the possibility of damages.

You hereby acknowledge and agree that Efax-it, as owner of all Efax-it Numbers, has any and all rights to assert any and all legal claims available against any third party as a result of your receipt of any unsolicited faxes, including but not limited to claims under the Telephone Consumer Protection Act of 1991, CRTC 200 - 193 and to the extent you do have any rights to bring any such claims, you hereby assign any and all such rights to Efax-it.

In particular, you agree that you are not authorized to charge services provided to you or at your request to the Efax-it Number assigned to you by Efax-it and that you will not request or otherwise cause any third-party service provider to charge any such services to such number. You are responsible for any such charges, and any such charges will give Efax-it the right to immediately terminate your Efax-it account without notice.

Unsolicited Fax Advertisement Policy.

Efax-it understands that receipt of such faxes can impair your use of our Services. Accordingly, Efax-it may develop means to prevent the distribution and receipt of unsolicited fax advertisements to our customers. At Efax-it's option and without further notice, Efax-it may use technologies and procedures, such as filters, that may terminate such unsolicited fax advertisements without delivering them.

CHARGES.

You agree to pay all charges for your use of Efax-it Services at the prices then in effect for your country of residence. All charges will be exclusive of value added ("VAT"), sales or other taxes, except as required by law. Efax-it reserves the right to change prices or institute new charges for access to or use of Efax-it services unless you have a signed "Pricing Proposal". All changes will be posted by Efax-it at the Efax-it websites and you are responsible for regularly reviewing such pricing information to obtain timely notice of such changes. Continued use of

Efax-it Services or non-termination of your Efax-it account after changes are posted constitutes your acceptance of the prices as modified by the posted changes. Per page prices are based on a 60 second transmission time; pages that take longer to transmit may be charged as multiple pages. Efax-it reserves the right to charge a premium on all mobile, cellular, digital, special service numbers, and / or PCS international terminating traffic, as well as the right to adjust any rate to reflect charges in international tariffs, regulatory requirements, taxes, levies or other third party levies.

Charges for Services may include Activation, Monthly Subscription, and Usage Fees.

Your activation fee and monthly service fees are payable in advance and are COMPLETELY NON-REFUNDABLE. Usage charges are charged as and when such charges are incurred or by accumulating such charges (in the sole discretion of Efax-it).

Payment of your Efax-it account balance is due monthly and, unless you have a qualified business account, must be made by the credit card designated by you for Efax-it use and transactions. If your Efax-it account is a qualified business account and is approved by Efax-it for corporate billing, charges will be accumulated, identified by Customer identification number and invoiced on a monthly basis.

If you subscribed for a Service pursuant to a special offer granting you a free trial period, your activation fee and initial monthly service fee will BE PRE-AUTHORIZED AGAINST YOUR CREDIT CARD OR DEBIT CARD LIMIT (meaning the amounts pre-authorized will not be considered available credit or debit funds in such account) and will be immediately charged to your credit or debit card, without further authorization from you, upon the expiration of such free trial period, unless you provide prior notice (in accordance with Efax-it verification procedures, as may be established by Efax-it from time to time in its sole discretion) that you have terminated this authorization. Such notice will not affect charges submitted before Efax-it reasonably could act on your notice.

Charges are to be paid on a monthly basis in the currency in which billed. If the payment method for your Efax-it account is by credit card and payment is not received by Efax-it from the card issuer or its agents, you agree to pay all amounts due upon demand by Efax-it. Each time you use Efax-it Services, or allow or cause Efax-it Services to be used, you agree and reaffirm that Efax-it is authorized to charge your designated card. Your card issuer's agreement governs your use of your designated card in connection with Efax-it, and you must refer to such agreement (not this Agreement) with respect to your rights and liabilities as a cardholder. You agree that Efax-it may (at its option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that Efax-it may delay obtaining authorization from your card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your card issuer.

You agree that Efax-it may submit charges for your usage fees and monthly service fee each month, without further authorization from you, until you provide prior notice (in accordance with Efax-it 's verification procedures, as may be established by Efax-it from time to time in its sole discretion) that you have terminated this authorization or wish to change your designated card. Such notice will not affect charges submitted before Efax-it reasonably could act on your notice. If you have any question regarding any charges that have been applied to your account, you must contact Efax-it 's Customer Service Department within 30 days of the charge date. Failure to use your account will not be deemed a basis for refusing to pay any charges submitted by Efax-it in accordance with this Agreement.

Efax-it reserves the right to suspend or terminate your Efax-it account without notice upon rejection of any card charges or if your card issuer (or its agent or affiliate) seeks return of payments previously made to Efax-it when Efax-it believes you are liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to Efax-it.

Disclaimer of Warranties and Limitation of Liability.

PROTUS MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. PROTUS FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This disclaimer includes loss of data resulting from delays, non-deliveries, wrong deliveries, and any or all service interruptions caused by the negligence of Efax-it and its employees or by Customer's errors and omissions.

Efax-it its affiliates, and their respective officers, directors, agents, employees, suppliers and shareholders (collectively, the " Efax-it Entities") shall not be liable and are not responsible for any loss or damage Customer suffers, or any party claiming through or under Customer, as a result of, or related to, the use of the Service including, but not limited to:

- performance of the Internet;
- performance of the telephone network;
- loss or damage resulting from delays, computer virus or interruption of the Service, including deletion or failure to store messages, regardless of cause;
- loss or damage to Customer's equipment, facilities, software or data, arising from mistakes, omissions, interruptions, delays, errors, non-delivery, incorrect delivery, viruses or defects in the transmission of information or data on the Internet; or
- any indirect, incidental, special, punitive or consequential damages, including but not limited to, lost revenues or profits, resulting from or relating in any way to the use of the Service even if the Efax-it Entities have been advised of the possibility of such damages.

You agree to indemnify and hold Efax-it and its agents harmless from any and all claims, losses, damages, judgments, expenses and costs (including any attorney's fees and expenses) arising out of your use of the service, your violation of the terms of this agreement, and the delivery of any of your documents using the service, or the infringement of any trademark or copyright by you.

Termination

Efax-it reserves the right to suspend or terminate services if Efax-it, in its sole discretion, believes that the service is used for a purpose that is unlawful or prohibited by these terms, conditions, and notices

Efax-it shall have no responsibility to notify any third party, including any third party providers of services, merchandise or information, of any suspension, restriction or termination of your account. Efax-it shall have no obligation to maintain any messages or other content in your account or forward any unread or unsent message to you or any third party.

Any termination of your account shall not relieve you from any amounts owing or any other liability accruing under this Agreement prior to the time that such termination becomes effective.

If you have a signed "Pricing Proposal" the termination provision found in the Pricing Proposal applies.