

## TERMS AND CONDITIONS

A) Mailing Service product is a service operated by The Network Hub. This service entitles the Client to use the address of The Network Hub (3<sup>rd</sup> floor, 422 Richards Street) as his/her business address. Live Telephone Answering Product is a service operated by The Network Hub that enables calls to a telephone number designated by The Network Hub to be answered in the company name specified by the Client. Service Bundles product is a service operated by The Network Hub that entitles the Client to use the address of The Network Hub as his/her business address, meeting room and day office usage per month as specified in each packages. All usage is subject to additional rules, regulations, and procedures are implemented by The Network Hub from time to time. The Network Hub shall provide other business services on demand subject to applicable fees as more fully described in The Network Hub Services Guide. This Agreement only applies to those person or entity named on the front sheet. The Network Hub is not under any obligation to provide services to any other persons and is not responsible for any mail or calls received for any others. Access to all The Network Hub centers is available during normal hours of operation unless otherwise arranged with Office Manager. Additional fees may apply.

B) Your agreement lasts for the period stated in it and will then automatically be extended for successive periods equal to the length of your initial term until brought to an end by you or by The Network Hub. All periods shall run to the last day of the month in which they would otherwise expire. The fees on any renewal will be the then current market place as specified by The Network Hub. In all other respects, your Agreement will renew on the same terms and conditions. Either The Network Hub or Client can terminate this Agreement at the end stated in it, or at the end of any extension or renewal period. It is the Client's responsibility to notify all parties of the change of address. Subsequent mail sent to The Network Hub will be returned to sender. It is the Client's responsibility to keep their address of record up to date at The Network Hub.

C) Client agrees to pay all fees, charges, surcharges and applicable taxes in accordance with the terms set forth herein.

D) It is the responsibility of the Client to provide current credit card details. Declined credit cards and cheques with insufficient funds will incur a \$50 service fee.

E) Fees are payable in advance on the first working day of each month. Service charges will be invoiced in arrears on or around the 15<sup>th</sup> of each month and payable of the first of the subsequent month. If you dispute a part of any invoice you must pay the amount not in dispute by the due date or be subject to late fees. The Network Hub reserves the right at any time to withhold any services provided under this Agreement (with or without notice) or to terminate the Agreement if fees are not paid by the end of the day they are due or the funds due from any account has not been cleared. If you do not pay fees when due, a service fee of \$25.00 plus 5% interest will be charged on all overdue balances under \$1,000.00 or a fee of \$50.00 plus 5% interested will be charged on all overdue balances of \$1,000.00 or greater or the maximum amount permitted by applicable provincial law.

F) The Network Hub will not accept any items containing dangerous, live or perishable goods and shall be entitled to its absolute discretion to return any uncollected items or refuse to accept any quantity of items it considers unreasonable or unlawful. Items of larger size will only be accepted based upon mutual prior agreement. The Network Hub does not guarantee or assume responsibility for any of the services hereunder.

G) The Client warrants that it will not use any of rights granted in this Agreement for any obscene, illegal, immoral or defamatory purposes and will not in any way bring The Network Hub into disrepute. The Client will not in any way whatsoever use or combine The Network Hub name, in whole or in part, for the purpose of trading activities. The Network Hub reserves the right to cooperate with any official investigating authority if required in relation to any allegations of impropriety against a Client.

H) We may put an end to your Agreement immediately by giving you notice if:

- You become insolvent, go into liquidation or become unable to pay your debts as they fall due
- You are in breach of one of your obligations which cannot be put right or which we have given you notice to put right and which you have failed to put right within fourteen days of that notice, or
- Your conduct, or that of someone at The Network Hub with your permission or at your invitation, is illegal, fraudulent, defamatory, or incompatible with ordinary office use. If we put an end to the Agreement for any of these reasons it does not put an end to any then outstanding obligations you may have and you must:
- Pay for additional services you have used, and

- Pay the standard fee for the remainder of the period for which your Agreement would have lasted had we not ended it, or (if longer) for a further period of three months, and indemnify us against all costs and losses we incur as a result of the termination.

I) The Network Hub will not be liable for any loss sustained as a result of any mechanical breakdown, strike, delay or failure of any team member, manager or caretaker to perform their duties. CLIENT EXPRESSLY AND SPECIFICALLY AGREES TO WAIVE, AND AGREES NOT TO MAKE, ANY CLAIM FOR DAMAGES, DIRECT OR INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL, INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, REVENUE, PROFITS OR DATA, FOR ANY REASON WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY FAILURE TO FURNISH ANY SERVICE PROVIDED HEREUNDER, ANY ERROR OR OMISSION WITH RESPECT THERETO, FROM FAILURE OF CANADA POSTAL SERVICE OR ANY COMMERCIAL COURIER SERVICE TO DELIVER ON TIME OR OTHERWISE DELIVER ANY TIMES (MAIL, PACKAGES, ETC.) OR ANY INTERRUPTION OF SERVICES. The Network Hub does not guarantee that your mail will be forwarded by Canada Postal service or that such mail will be forwarded in a timely manner.

J) This Agreement is interpreted and enforced in accordance with the provincial laws of British Columbia and federal laws of Canada.

K) Client acknowledges that The Network Hub will comply with Canadian commercial law #4450. Client must provide one of the following picture identification: Valid Driver's License/Passport/Citizenship/BC ID. Client acknowledges that pursuant to any request by law enforcement, government agency or when legally mandated, The Network Hub will disclose full information on Client.

L) While your Agreement is in force and for a period of three years after it ends, you must not solicit or offer employment to any of our current employees or that anyone who has left our employment in the last 3 months. If you do so, we estimate our loss at the equivalent of one year's salary for each of the employees concerned and you must pay us damages equal to that amount

M) Upon your expiration, cancellation or termination of this Agreement, for any reason other than default, in order to ensure a smooth transition you have the option to be billed and received the same service for a period of 3 months otherwise, all correspondent will be returned to sender. Client must pay a monthly business continuation fee equal to the monthly service fee for those services that are rendered, plus the cost of all postage associated with the re-mailing services. Mail and phone services will only be continued for agreements in which those services were included.

N) We are committed to our client's privacy. We recognize that your information are proprietary, which is why we ensure that all our staff agree to our privacy policy prior to employment and this agreement is re-confirmed annually.

We are accountable for all personal client info we receive and our Privacy Policy means we will not share any personal information with a 3rd party for any reason without prior client consent. We also confirm that personal client info is used solely for mailing purposes, or as outlined by the client.

Our facility is designed to provide a secure environment that you can rely on to protect the integrity of your confidential information. We safeguard data using firewalls, password integration and a 24-hour security service. We also make certain that all client paper products are either shredded or recycled.

I have read, understood and accept the Terms and Conditions set out in this agreement. I understand that violation of the Terms and Conditions is ground for termination of this Agreement.