

General Terms & Conditions

For the provision of SpiderVoIP Services

These General Terms & Conditions of service constitute the agreement ("Agreement") between Spidersat Communications Limited ("we," "us" or "Spidersat") and the User ("you", "User", "customer") of Spidersat's SpiderVoIP voice transit services and any related products or services ("Service"). This Agreement governs the Service and any devices, such as an IP-PBX, IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter or any other IP connection device ("Device" or "Equipment"), used in conjunction with the Service.

BY ACTIVATING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ THIS DOCUMENT COMPLETELY AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. EMERGENCY SERVICES - 9-1-1 DIALING

1.1 Non-Availability of 9-1-1 or Emergency Services

You acknowledge and understand that the Service does NOT function or connect the same way as traditional copper, fibre or wire-line telecommunications. You further acknowledge that no 9-1-1, E9-1-1 or other emergency services are accessible from this Service.

1.2 Conveying Limitations to Family Members, Employees, End-Users, Other Residents and Guests

You should inform any family members, employees, end-Users, household residents, guests and other persons who may be present at the physical location where you utilize the Spidersat service, of the important differences and limitations of the Service and the lack of 9-1-1/E9-1-1/Emergency Services dialling, as set out above.

1.3 Disclaimer of Liability and Indemnification

Neither Spidersat nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to the lack of 9-1-1 Dialling. You shall defend, indemnify, and hold harmless Spidersat, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, legal fees and expenses) by, or on behalf of, you or any third party relating to the absence of the Service, including 9-1-1 Dialling and/or the inability of any User of the Service to be able to use 9-1-1 Dialling or access emergency service personnel.

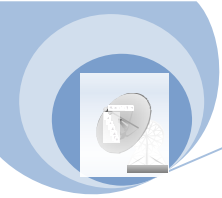
1.4 Alternate 9-1-1 Arrangements

It is the User's sole responsibility to ensure that apart from this Service, they have a reliable means of accessing traditional 9-1-1 or E9-1-1 services.

2. SERVICE

2.1 Service Definition

Spidersat is a reseller of telecommunication services, only providing relay and transit of IP voice packets to intermediary companies. Spidersat does not have any direct connection to the Public Switched Telephone Network (PSTN) nor does it lease or own any telecom hardware. Use of the Service constitutes the User is legally entitled to purchase data transit services. Spidersat acts as an intermediary in the relay of IP packetized voice traffic only and has no control over the final destination of this IP traffic.



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2.2 Quality of Service – Technical Limitations

The User agrees that the relay of voice traffic in the form of IP packets is still in an experimental stage and due to the inherent nature of the Internet, the Service is subject to degradations in quality or outages due to technical difficulties. Spidersat does not control the network infrastructure between the User and their voice traffic and as such, may be subject to periodic outages. The User agrees and understands that Spidersat does not promote its service as being able to attain the same levels of quality and reliability attainable via traditional telephone service and the Service may not be working for some, most, or all of the time. Furthermore the User agrees that the quality of successful voice transit varies over time and that service to one destination may or may not reflect the quality or reliability to other destinations or at other periods of time.

2.3 Limitation of Use

The User will not base any business, financial, logistical, communications plans or forecasts on the availability or quality of the Service. The User further agrees that the Service will not be used by themselves or third-parties for transit of calls that are deemed information and/or time sensitive. Use of the Service for these types of communication is done so at the User's own risk and the User must communicate this term to any end-User

2.4 Alternative Service

User agrees that the Service may be used as the primary and sole means of communication where no other connection to the PSTN is available. If any other means of connection to the PSTN is available the User shall at their own risk use the Service as their primary and sole means of communication.

2.5 Safeguarding of Account Information

Spidersat provides User access to the Service via an account name and password. This information will be contained in any equipment or hardware used by the User to access the Service. The confidentiality of such account information remains the sole responsibility of the User. Failure to abide by this may result in unauthorized use by third-parties that the User agrees to hold all responsibility for. Any confirmed or suspected breaches of account information by the User must be communicated to Spidersat immediately without delay. Spidersat reserves the right to suspend or cancel any service if on the basis on reasonable belief that a user's account or password has been compromised.

2.6 Usage Term

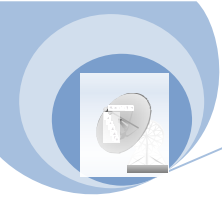
Unless otherwise agreed upon, the Service is offered on a pre-paid or post-paid usage-only basis.

2.7 Technical Requirements

The User acknowledges that they subscribe to the appropriate level of network connectivity to maintain a sufficient level of transit quality based upon anticipated traffic volume.

2.8 Caller Identification and Automatic Number Identification (ANI)

Due to the technical limitations of the Service, Spidersat has no means of identifying the precise source or origin of the voice traffic. Spidersat will configure the customer's equipment in such a manner that it passes accurate and valid Caller ID/ANI information corresponding to them or their end-Users. The supplied information passed by Spidersat must not cause confusion or distress to any person or party nor shall it be used for fraudulent purposes.



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The customer and their end-users shall ensure they are in full compliance with the Federal Trade Commission's "Do Not Call Provisions" of the Telemarketing Sales Rule. Customers and their clients must demonstrate that:

1. it has written procedures to comply with the do not call requirements.
2. it trains its personnel in those procedures
3. it monitors and enforces compliance with these procedures
4. it maintains a company-specific list of telephone numbers that it may not call
5. it accesses the national registry no more than 31 days before calling any consumer and maintains records documenting this process
6. any call made in violation of the do not call rules was the result of an error.

Further information may be found at <http://www.ftc.gov/bcp/edu/pubs/business/alerts/alt129.shtm>

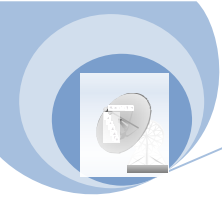
The customer and end-user shall also ensure they are in full compliance with the Canadian "Do Not Call List" as administered by the Canadian Radio-Television and Telecommunications Commission. Information regarding regulations and compliance instructions may be found at http://www.crtc.gc.ca/ENG/dncl_info.htm.

2.9 Prohibited Uses

(a) Unlawful. You agree to use the Service and Device only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in Spidersat's sole judgment the transmission, receipt or possession of such communication would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, provincial, territorial, national or international law. You are liable for any and all use of the Service by any person making use of the Service provided to you and agree to indemnify and hold harmless Spidersat against any and all liability for any such use that fails to comply with this Section 2.9. We reserve the right to immediately disconnect your Service if, in our sole and absolute discretion, we determine that you have used the Service for an unlawful purpose. In the event of such disconnection any and all credit remaining in your account will be refunded after reasonable processing fees. If we believe that you have used the Service or the Device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Spidersat will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others.

(b) Inappropriate Conduct

You shall not use the Service in any way that is threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, or any similar behaviour. We reserve the right to immediately disconnect your Service if, in our sole and absolute discretion, we determine that you have used the Service in any of the aforementioned ways. In the event of such disconnection, you will be responsible for all charges including, without limitation unbilled charges, all of which will become payable at the time of Service disconnection. If we believe that you have used the Service in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Spidersat will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others



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2.10 Use of Service by Users and Third-Parties In Canada

While we encourage use of the Service for transit to foreign countries, if the User is located in Canada they hereby agree to the following condition. The User or any third-party the Service is provided to must not knowingly or unknowingly use the Service for transit of communication originating in Canada and with a desired final destination also in Canada. Should the User or any third-party knowingly or unknowingly initiate such a transmission through Spidersat, they agree to self-assess and remit to the appropriate federal and/or provincial taxing authority any and all taxes that are applicable to such transmissions. Spidersat reserves the right to suspend, terminate or cancel any account if the User is found to be in violation of this term and failure to comply with remittance of applicable taxes.

2.11 Compliance with Local Regulations

By use of the Service, the User agrees that they are in full compliance with any local, provincial, state or national law governing the use of such communication. You will be solely responsible for any violations of local laws and regulations resulting from such use. You are liable for any and all use of the Service by any person making use of the Service provided to you. We reserve the right to disconnect your Service immediately if we determine, in our sole and absolute discretion, that you have used the Service in violation of any regulation or law in place at the time and location of your use of the Service.

2.12 Copyrights and Trademarks

The Service, information, documents, and materials on our websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our marks.

2.13 Tampering with the Service

You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

2.14 Theft of Service

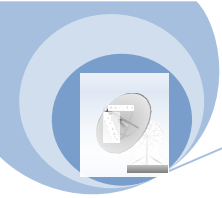
You shall notify us immediately, in writing if your equipment is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. You will also be liable for all use of the Service resulting from your account information or access codes stolen or otherwise obtained from you. When you write, you must provide your account name and a detailed description of the circumstances of the equipment theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Service using equipment stolen from you and any and all stolen, fraudulent or unauthorized use of the Service.

2.15 Service Distinctions

The Service is not a traditional telecommunications service and we provide it on a best efforts basis. Important distinctions exist between traditional telecommunications services and the Service offering that we provide. The Service is subject to different regulatory treatment than traditional telecommunications services. This treatment may limit or otherwise affect your rights of redress before regulatory agencies

2.16 No 0+ or Operator Assisted Calling; No Support x11/8xx Calling

The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls or calling card calls). The Service does not support 311, 511 and/or other x11 or 8xx numbers in any service area.



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2.17 Incompatibility with Other Services

(a) Security Systems. The Service is not meant to be compatible with security systems. As a User of this Service, you agree to maintain a traditional telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system installed in your home or business.

(b) Certain Broadband and Cable Modem Services

You acknowledge that the Service presently is not compatible with prior versions of the AOL broadband service and there may be other services with which the Service may be determined to be incompatible. You further acknowledge that some providers of broadband service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Services will be compatible with all broadband services and expressly disclaim any express or implied warranties or conditions regarding the compatibility of the Service with any particular broadband service.

(c) Dial-Up Internet Access and Other Narrowband Technologies

The User acknowledges that the Service is completely incompatible with traditional Internet access technologies including but not limited to modem dial-up access, "lite" versions of broadband services and other technologies with limited data throughput.

2.18 United States (US 48) Non-RBOC Domestic Termination

End Users may not exceed sending more than 20% of US 48 Domestic traffic to non-Regional Bell Operating Company (non-RBOC) areas. Should an End User's US 48 domestic traffic exceed this figure, service may be subject to suspension/termination and/or calls to non-RBOC areas will be assessed a 0.02 USD surcharge per minute.

3. CHARGES, PAYMENTS, TAXES, DISCONNECTION

3.1 Billing

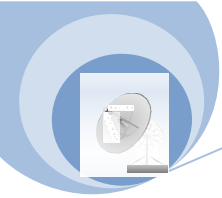
End User agrees to pay all charges invoiced to the End User's account including, but not limited to, any and all call charges originating using the Users account, toll charges, financial transaction charges and any other applicable charges. In the case of pre-paid services all invoices are due upon receipt. In the case of post-paid services all invoices are due according to the terms specified on the invoice. In addition to any other remedies available under law, if any charges are due but unpaid for any reason including, but not limited to, non-payment or reversed payment charges, Spidersat may terminate the Services and all accrued charges are immediately due plus a late fee of the lesser of 1.5% per month or the maximum allowed by law accrued from the date of invoice until payment in full is received by Spidersat. No termination of the Services or of this Agreement shall relieve End User from paying any amounts due hereunder.

3.2 Definition of Usage Charges

Charges for the Service will be based upon the intended final destination of the packetized IP voice traffic provided by the User. These rates vary from destination to destination and the User's final intended disposition of the traffic whether to a traditional, wireless or satellite telephone.

3.3 Rates

The corresponding cost of packet transit based on the User's final intended disposition shall be published on our website and are subject to change, and do change regularly, at any time without notice. It is the User's sole responsibility to ensure that they are in the possession of and aware of the current rates for the Service. Rates provided to the User whether in the form of printed information and documents available via our web portal are strictly confidential and may not be disclosed to any other person or entity. All usage charges will



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be billed in increments that are rounded up to the nearest minute except as otherwise set forth in the rate schedules found on our website. All usage prices are stated in United States Dollar (USD) currency unless specifically noted.

3.4 Toll-Free Destinations

When the intended final disposition of the User's packetized traffic is deemed as being "Toll-Free", the User agrees that such stipulation does not apply to voice transit. Packets destined for toll-free destinations will be charged at the applicable rate based upon country or territory of final disposition as specified in the rate information available via our web portal.

3.5 Taxes

Due to the variability and difficulty in determining the origin of a call, the User hereby agrees that they are responsible for all applicable federal, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility, goods and services, harmonized or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your use or payment for the Service. Such amounts are in addition to payment for the Service and are the sole responsibility of the User to account for and remit to the responsible taxing authorities.

3.6 Billing Disputes

You must notify us in writing within three (7) days of a call record if you dispute any Spidersat charges or you will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to accounts@spidersat.net.

3.7 Payment and Collection

(a) Payment

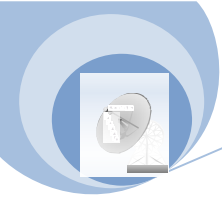
We accept payment in person at any Spidersat office, or via bank wire transfer. All payments to Spidersat will be applied to the User's account. If any account of the user has a negative balance or unbilled and/or outstanding charges, payments will be initially applied to these amounts.

(b) Collection

If your Service is disconnected, you will remain fully liable to us for all charges including negative balances, pursuant to this Agreement and any and all costs we incur to collect such amounts, including, without limitation, collection costs and legal fees and expenses.

3.8 Disconnection, Discontinuance of Service

We reserve the right to suspend, terminate, alter or discontinue the Service generally, or to disconnect your Service without advance warning, in our sole and absolute discretion for any reason, including without limitation, misuse of the Services in any way, End User's breach of this Agreement, suspected fraud or other activity by End User that adversely affects the Services, Spidersat, Spidersat's network or other end User's use of the Services. Spidersat reserves the right to determine, at its sole discretion, what constitutes misuse of the Services and End User agrees that Spidersat's determination is final and binding on the End User. If we discontinue the Service generally, or disconnect your Service without a stated reason, you will be responsible for charges including unbilled charges on your account. If your Service is disconnected on account of your breach of any provision of this Agreement, you will be responsible for charges on your account, including, without limitation, unbilled charges, all of which will immediately become due and payable. If a User's account falls into a situation of negative balance, it is the sole discretion of Spidersat to suspend the Service from the User until such a time that the outstanding balance is remedied and the account returns to a status of good standing.



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3.9 Inactive Accounts

Any account which has had no financial or account activity in a period of not less than twelve (12) months will be considered abandoned. Any monies or credit in the account will be considered as forfeit.

3.10 Money Back Guarantee, Limitations and Conditions

We offer a Money Back Guarantee, valid for thirty (30) days from the time a payment is made to the Service. To be eligible for this guarantee, the User must notify us in writing of the request at accounts@spidersat.net, stating the reason for the request. The refund will be based on any unused balance minus unbilled charges and any original transfer fees. Refunds will be issued via a method chosen by Spidersat. We reserve the right to terminate or revoke this Money Back Guarantee at any time, without prior notice.

4. LIMITATION OF LIABILITY, INDEMNIFICATION; WARRANTIES

4.1 Limitation of Liability

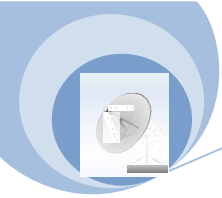
We will not be liable for any delay or failure to provide the Service, including 9-1-1/E-9-1-1/Emergency Services Dialling, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

1. an act or omission of an underlying carrier, service provider, vendor or other third party;
2. equipment, network or facility failure;
3. equipment, network or facility upgrade or modification;
4. force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
5. equipment, network or facility shortage;
6. equipment or facility relocation;
7. service, equipment, network or facility failure caused by the loss of power to you;
8. outage of, or blocking of ports by, your ISP or broadband service provider or other impediment to usage of the Service caused by any third party;
9. any act or omission by you or any person using the Service or Device provided to you; or any other cause that is beyond our control, including, without limitation, a failure of or defect in any Device, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, 9-1-1 Dialling) to be connected or completed, or forwarded.

Our aggregate liability under this agreement will in no event exceed the Service charges with respect to the affected time period.

4.2 Disclaimer of Liability for Damages

IN NO EVENT WILL SPIDERSAT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 9-1-1 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY OR CONDITION, PRODUCT LIABILITY, TORT (INCLUDING NEGLIGENCE), INTELLECTUAL PROPERTY INFRINGEMENT, STRICT LIABILITY, FUNDAMENTAL BREACH, BREACH OF A FUNDAMENTAL TERM AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.



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4.3 Indemnification and Survival

(a) Indemnification. You shall defend, indemnify, and hold harmless Spidersat, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, legal fees and expenses) by, or on behalf of, you or any third party or User of the Service, relating to this Agreement or the Services, including, without limitation, the unavailability of the Service and/or lack of 9-1-1 or Emergency Services dialling.

(b) Survival

The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive

4.4 No Warranties on Service

To the extent permitted by applicable law, WE MAKE NO WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, REASONABLY ACCEPTABLE QUALITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY OR CONDITION ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY OR CONDITION THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE PROVIDE NO WARRANTY OR CONDITION THAT THE SERVICE OR DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER SPIDERSAT NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES DEVICES, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF SPIDERSAT'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY SPIDERSAT OR SPIDERSAT'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OR CONDITION OF ANY KIND.

4.5 Information Disclaimer

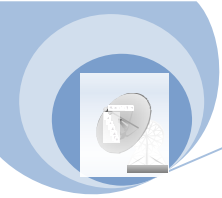
Information presented on our web site and in written and verbal communications by Spidersat, its employees, directors and agents about the Service and our company may be based on information provided to us from intermediary companies. Such information has not been verified and is provided without warranty, guarantee or reliability.

4.6 No Third Party Beneficiaries

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

4.7 Content

You will be liable for any and all liability that may arise out of the content transmitted by or to you or any person, whether authorized or unauthorized, using your Service or equipment (each such person, a "User"). You shall ensure that you and your User's use of the Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to disconnect or suspend your Services and remove your or your Users' content from the Service, if we



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determine, in our sole and absolute discretion, that such use or content does not conform with the requirements set forth in this Agreement or interferes with our ability to provide Services to you or others. Our action or inaction under this Section will not constitute any review or approval of you or your Users' use or content. You will indemnify and hold Spidersat against any and all liability arising from the content transmitted by or to you or to your Users using the Services. A "User" means any person, whether authorized or unauthorized, using the Service and/or Device provided to you.

5. MISCELLANEOUS

5.1 No Waiver of Rights

Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

5.2 Entire Agreement

This Agreement, including any future modifications as may occur within the terms of the Agreement, and the rates for Services found on our website constitute the entire agreement between you and Spidersat and govern the use of the Service by you, members of your household, guests and employees. This Agreement supersedes any prior agreements between you and Spidersat and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. Acceptance of the Service shall constitute acceptance of the terms and conditions herein.

5.3 Severability

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

5.4 Governing Law

This Agreement shall be interpreted and construed according to, and governed by, the laws of Australia, in the state of Western Australia. The user hereby agrees that the Federal and State courts located in Western Australia have jurisdiction to hear any dispute under or relating to this Agreement.

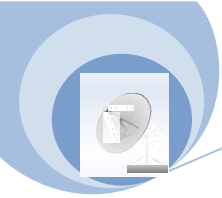
6. Future Changes to this Agreement

We may change the terms and conditions of the Service and this Agreement, as well as amounts charged under this Agreement, from time to time. Notices will be considered given and effective on the date posted on <http://www.spidersat.net>, or as otherwise may be required by applicable law. Subject to applicable law, such changes will become binding on you on the date they are posted to our website and no further notice by us is required upon your continued use of the Service. The Agreement as and when posted or otherwise amended in accordance with applicable law, supersedes all previously agreed to electronic and written terms of service, including, without limitation, any terms included with the packaging of the Device. If this Agreement is amended and you do not wish to accept the amendment, you may terminate the Agreement by written request to close your account.

7. PRIVACY

7.1 Network Security

Spidersat Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Spidersat is not liable for any lack of privacy which may be experienced with regard to the Service. Users are reminded that voice traffic transiting to and from our facilities is not encrypted. Use of the Service to transmit or receive confidential, classified, financial or sensitive personal



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and/or business data is at the User's own risk and the User agrees to defend, indemnify, and hold harmless Spidersat, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, legal fees and expenses) by, or on behalf of, you or any third party relating to the disclosure or interception of such information.

7.2 Personal Information

Spidersat is committed to respecting an End User's privacy. Once the End User chooses to provide personally identifiable information, it will only be used in the context of the End User's relationship with Spidersat. Spidersat does not have access to or otherwise store or retain any personal information utilised by the User. Spidersat will make every reasonable effort to ensure that personal information supplied to us remains secure. For technical reasons, personal information may be stored in an unencrypted format. Spidersat will not sell, rent, or lease End Users' personally identifiable information to others. Unless required by law or End User's prior permission is obtained, Spidersat will only share the personal data the End User provides with other Spidersat entities and/or business partners who are acting on Spidersat's behalf to complete the activities described herein. Such Spidersat entities and/or national or international business partners are governed by Spidersat's privacy policies with respect to the use of this data. Spidersat reserves the right to use personally identifiable information to investigate and help prevent potentially unlawful activity that threatens either Spidersat or any company affiliated with Spidersat. Moreover, upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, Spidersat may disclose personally identifiable information.

Last Updated: January 25th, 2010. Copyright 2010 Spidersat Communications Limited